

Request for Proposals (RFP) for

Strategic Coordination of a Governance Structures Assessment

RFP release date: October 16, 2026
Submission due date: November 20, 2026

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1. Introduction

The purpose of this Request for Proposals (RFP) is for Ramsey County, Washington County and Ramsey/Washington Recycling & Energy (R&E) (Partners) to secure services for an assessment of governance structures for the management of solid waste. All three Partners should be considered equal parties to this assessment and process. The initial term of this assessment will be through December 31, 2027. Should additional time be needed, this agreement may be renewed.

1.1. Background Information

Ramsey and Washington counties have been working together since the early 1980s on waste reduction, reuse, recycling and solid waste management. By working together, the counties achieve efficiency and consistency across the region which is home to more than 800,000 residents and 28,000 businesses.

Since the early 1980s, there has been a series of joint powers agreements (JPAs) and amendments between Ramsey and Washington counties related to solid waste management. These JPAs were structured to:

- Explore waste-to-energy as an alternative to landfilling (early 1980s)
- Manage contracts with Northern States Power Company (NSP) and subsequent owners for the processing of solid waste at the resource recovery facility in Newport, MN (1980s to 2015)
- Implement joint efforts other than waste processing, such as outreach and education, food waste management and business recycling (since 1990s)
- Acquire, own and operate the solid waste resource recovery facility in Newport, MN, now known as the Ramsey/Washington Recycling & Energy Center (R&E Center), implement waste designation and expand joint program efforts (since 2015)

Ramsey and Washington counties are committed to working together directly and through R&E, which views waste as a resource. Each county has a Solid Waste Management Plan, which they collaborated on to ensure the plans align and come together to frame the future for waste and resource management across the East Metro.

1.2. Washington County

Washington County protects community well-being by leading waste management strategies that prevent waste, support local businesses, and safeguard human health. As an accredited local public health authority operating under Minnesota Statute 145A and the Foundational Public Health Responsibilities and Framework, the Department of Public Health and Environment recognizes that environmental health is a foundational pillar of community wellness and integrates solid waste planning directly within public health operations.

Washington County does extensive work on education and outreach, hazardous waste and waste reduction. The county operates two environmental centers which accept household hazardous waste. The centers also intercept household products whenever possible and offer them to residents through free product rooms. County staff hold fix-it clinics and swap events, as well as attend community events, train recycling ambassadors and much more. The county also has a regulatory role for hazardous waste generators and solid waste haulers.

1.3. Ramsey County

Ramsey County advances community well-being through responsible solid waste management strategies that reduce waste, strengthen local businesses, conserve resources and protect public health and the environment. While previously housed in the County's Public Health Department, beginning on January 1, 2027, this work will move to a newly established Environmental Services Department. This transition further elevates waste reduction and management efforts while creating new opportunities for organizational alignment with other parts of the organization also working to advance environmental and climate driven objectives.

Ramsey County provides a broad range of education, outreach, waste reduction and hazardous waste services designed to help residents manage materials safely and reduce waste. The county supports convenient options for properly handling household hazardous waste and works to keep usable products and materials in circulation whenever possible through reuse and redistribution opportunities.

In addition to collection and disposal services, Ramsey County emphasizes waste prevention and community engagement. Staff provide education and technical assistance; participate in community events; support repair and reuse activities; and help residents, schools, organizations and businesses understand recycling, organics, hazardous waste and other waste reduction practices. These efforts are intended to reduce the amount of material entering the waste stream, improve proper disposal and make sustainable choices easier and more accessible for residents.

1.4. Ramsey/Washington Recycling & Energy (R&E)

R&E is a public joint powers board between Ramsey and Washington counties in Minnesota. R&E is responsible for administering solid waste (trash) programs for residents and businesses in both counties, and views waste as a resource. The economic, environmental and community benefits of this resource are realized through a comprehensive solid waste system that aims to recover that value. Through R&E, the counties maximize the recovery of resources, reduce greenhouse gas emissions and divert as much as possible from landfills.

The R&E Board consists of three Ramsey County commissioners, two Washington County commissioners and two ex-officio, non-voting members, one from the Minnesota Pollution Control Agency (MPCA) and one from the City of Newport.

The administrative structure outlined in the current JPA includes:

- Executive Director leadership structure.
- The R&E Board is authorized to employ staff. Other staff support is provided by the Saint Paul-Ramsey County Public Health, Environmental Health Division and the Washington County Department of Public Health and Environment.
- A fiscal agent agreement with Ramsey County for financial management, and a purchase of services agreement with Ramsey County for human resources benefit services.
- Legal representation for the R&E Board, provided by and the Washington County Attorney's office. Special legal counsel may be retained upon the advice of that office. Risk management services are provided through a consultant.

The current governance structure, a joint powers entity of Ramsey County and Washington County, allowed the counties to facilitate the purchase of the R&E Center, convert the facility from private to public operation, modernize old technology and coordinate existing programs that had been jointly operated. The R&E Board also provides regional-scale outreach and education on general solid waste issues, designed to complement the more county specific work already done in this area by both counties.

R&E is funded by two primary sources:

- Ramsey and Washington counties' County Environmental Charge (CEC) funds the R&E Programs Budget.
- Tipping fees paid by garbage haulers fund the R&E Facility Budget.

1.5. Previous Governance Evaluations

In 2014, leading up to the purchase of the R&E Center, the counties evaluated governance approaches, initially identifying four governance types and evaluating two: a joint powers agreement and a solid waste management district. The result was the selection of a joint powers agreement, leading to the creation of the R&E Board.

In recent years, R&E's scope and responsibilities have grown to address the current challenges in solid waste reduction and management presented in the two counties' Solid Waste Management Plans. In 2025, R&E conducted a preliminary analysis of solid waste governance to determine if further consideration may be timely. A detailed background on this history and results from the analysis can be found online [here](#) (page 27-101). Upon presentation to the R&E Board, Ramsey County Board and Washington County Board in the first half of 2026, all three boards directed staff from the three entities to conduct a full evaluation of potential governance structures for joint solid waste management, including, but not limited to, the status quo, an enhanced JPA and a solid waste management district.

1.6. Project Governance

The Strategic Coordination of a Governance Structures Assessment project will be jointly administered by Ramsey County, Washington County and R&E. Subject to change based on each organization's needs and capacity, the Contractor will report to:

- Ramsey County's Deputy County Manager of Economic Growth and Community Investment or designee,
- Washington County's Director of Public Health and Environment, and
- the R&E Executive Director of R&E.

R&E will serve as the fiscal agent on behalf of the three organizations.

1.7. R&E Authorized Representative

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

1.8. 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.

Schedule	Date
RFP Release Date	October 16, 2026
Questions Due	October 30, 2026
Addendum Release Date	November 6, 2026
Proposals Due	November 20, 2026
Notification of Award	December 11, 2026
Commencement Date	December 31, 2026
Completion Date	Est. December 31, 2027

2. Scope of Services

The Partners are seeking a Contractor with the knowledge and capabilities to coordinate a full assessment of public governance structures for the management of solid waste generated in Ramsey and Washington counties. The following section outlines tasks to be completed and key deliverables to be included in the assessment. The Contractor will assist the three Partners in defining the assessment goals, developing assessment criteria, and ultimately evaluate the current governance structure and possible alternative governance structures based on the needs and goals of the Partners.

2.1. Project Management and Coordination

The Contractor will provide ongoing project management and coordination that includes:

- Convening meetings with the project leadership and teams from all three Partners, keeping project leadership informed of progress with regular check-ins to ensure the needs of all Partners are met.
- Developing and overseeing a project roadmap with clear goals, purpose statement, tasks, timeline and budget, as well as tracking activities against this roadmap, with status reports to Partners.

Deliverables include:

1. Meeting preparation, materials and attendance, including agendas, information packets, presentation materials, list of action items and meeting minutes.
2. Project documentation, including roadmap and ongoing progress tracking.
3. Status reports at regular intervals to key leadership and staff outlining progress, findings and seeking input on project direction.

2.2. Interest Holder Engagement Planning & Coordination

The Contractor will design and coordinate an interest holder engagement approach that ensures the County Boards and R&E Board are included in all key project milestones, along with other key interest holders. These tasks include:

- Developing an interest holder engagement plan that prioritizes County Board involvement and identifies and engages other key interest holders such as staff and partners.
- Preparing for and facilitating meetings/workshops as determined in the interest holder engagement plan.

- Documenting feedback from County Boards and key interest holders, and incorporating input into project deliverables.

Deliverables include:

1. Interest holder engagement plan
2. Workshop/engagement materials and information packets to facilitate discussions with interest holders identified in the established interest holder engagement plan.
3. Documentation of feedback from interest holders

2.3. Current Governance Review and Needs Assessment

The Contractor will establish a clear understanding of the current governance structure and the operational needs of each Partner to inform subsequent analysis. These tasks include, but are not limited to:

- Conducting an initial inventory of how solid waste management is currently structured to provide a macro-level review of systems.
- Reviewing existing documents that guide R&E's work and governance, including but not limited to agreements, policies, statutes, county Solid Waste Management Plans and the 2025-2030 R&E Strategic Plan.
- Reviewing recently completed studies, including, but not limited to, the Preliminary Analysis of Solid Waste Management Governance (2025).
- Assessing current roles, responsibilities, authorities and decision-making processes for all three Partners.
- Identifying strengths, gaps and challenges within the current governance structure.
- Summarizing the solid waste management needs of all Partners.

Deliverables:

1. Compilation of previously completed work materials.
2. Report summarizing needs of all Partners.

2.4. Defined Assessment Goals and Objectives

The Contractor will establish clear goals and objectives to guide the development and assessment of governance structures. These tasks include:

- Reviewing findings with the Partners to confirm challenges and needs the governance structures must address.
- Establishing clear goals and objectives that align with Partner priorities and operational needs.
- Documenting the refined problem statement, goals and objectives in a format that can be consistently applied throughout the project.

Deliverables:

1. Assessment goals and objectives report

2.5. Assessment Criteria Development

The Contractor will develop a clear set of criteria to ensure governance structures are assessed consistently and objectively. The assessment criteria will include the dimensions of analysis outlined below, along with any other elements of evaluation identified by the Contractor:

- Legal issues and considerations associated with each governance structure, including a legal risk analysis and assessment of the current and future local, state, and federal laws governing the handling of solid waste.
- Financial issues and considerations associated with each governance structure, including financial governance requirements and an assessment of the costs and trade-offs of providing solid waste management under each governance structure option.
- Risk and opportunities associated with each governance option and determination of risk mitigation options for major identified risks.
- Administration elements and scope of change needed for each governance option (examples: information technology, human resources, finance, procurement, etc.), and logistics of transition for each governance structure structure. Consider impacts to each partner organization (Ramsey County, Washington County, R&E)).
- Engagement of interest holders (e.g., cities/townships, haulers, other partners) and community (residents and businesses).

The assessment criteria will capture the impacts of governance structure options on each Partner individually and collectively.

Deliverables:

1. Assessment framework document outlining criteria and methodology

2.6. Assessment of Governance Structures

The Contractor will define the governance structure options, grounded in the goals, objectives and needs identified earlier in the project. The structures to assess will include, but are not limited to, the following options:

- **Status quo:** R&E's current joint powers agreement governance structure as it was first entered into in 2015 and subsequently amended to take on greater responsibilities for the management of solid waste in Ramsey County and Washington County.
- **Enhanced JPA:** Enhancing the current joint powers agreement governance structure to better align with the current and future solid waste management needs in Ramsey County and Washington County.

- **Solid waste management district:** Reorganizing solid waste management responsibilities into a waste management district governance structure, in any of its potential operational forms, or a similarly autonomous governance structure.

The Contractor will then develop possible governance scenarios (similar to the development of alternatives in transit planning) and evaluate them against the established criteria to determine how well each option meets the needs and goals of the Partners. These tasks include:

- Applying the established set of criteria to each governance structure using a consistent methodology, which identifies the impacts and depth of the tradeoffs associated with each.
- Summarizing findings in a comparative format that supports decision-making by the Partners.

Deliverables:

1. Definitions of governance structure options to be assessed
2. A comprehensive report provided digitally (e.g., PDF) describing the assessment's findings.
3. Presentation and slide deck on findings for each board entity, as well as partner staff and key interest holders.
4. An executive summary suitable for public release.
5. Other items as agreed upon by the project team.

3. Proposal Content

Along with a proposal clearly outlining a Proposer's ability to provide the services necessary to complete the tasks outlined in Section 2, as well as a proposed approach and timeline, 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.

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, Ramsey County and/or Washington County. 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

The Partners 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 the Partners.

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 the Partners' 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 with the highest evaluated score will be selected. Following notification of the selected Contractor, and the submission by the contractor 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 Use of Artificial Intelligence Agreement

Contractor shall comply with all applicable R&E policies, in all use of artificial intelligence (AI) technology in the performance of its duties under this Contract, which includes disclosure of all work product produced through the use of AI. In the event that this Contract will include access to nonpublic government data, this Contract will need to incorporate provisions to control the use of AI on such data.

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)