RAMSEY/WASHINGTON RECYCLING & ENERGY
CONNECTING VALUE TO WASTE

Request for Proposals (RFP) for

Customer Support Services

RFP release date: November 2, 2026
Submission due date: December 4, 2026

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1. Introduction

The purpose of this RFP is for Ramsey/Washington Recycling & Energy (R&E) to procure a professional customer support contact center (center) to field live contacts from community members in Ramsey and Washington counties so they can successfully recycle their food scraps with the Food Scraps Pickup Program (FSPP). The center shall provide tier 1 support by handling questions and concerns including simple and frequently asked questions relating to recycling food scraps, food scrap drop-off sites, food scrap bags and containers, and program participation. It also includes assisting callers with basic online operations like program registration, food scrap bag ordering and payment, and identifying order and delivery issues. Agents will refer more complex questions or issues to tier 2 support, which is provided by R&E. Tier 2 support includes subject matter experts and assistance in resolving payment issues, creating replacement orders, and resolving complaints.

The center will maintain confidentiality around customer contact information, addresses, order history and credit card information. The center will measure agent performance, maintain call data, make call recordings accessible, and provide R&E timely reports on specified metrics.

1.1. Background Information

R&E Board Background

The R&E Board is a public joint powers board of Ramsey and Washington counties ("the counties"), located in the eastern Twin Cities Metropolitan Area (East Metro). Ramsey and Washington counties collectively have a total population of 848,573 and span 593 square miles, comprising urban, suburban and rural areas.

R&E is responsible for administering solid waste resource recovery activities and programs to reduce the land disposal of waste in the East Metro. It assists in implementing an integrated regional solid waste management system put in place and guided by elected Commissioners of both counties and contributes to reaching the state's 75% recycling goal for the metropolitan area by 2030.

The R&E mission is "to engage, equip and inspire our communities to reduce waste." R&E's programs work upstream from the consumer to prevent waste and increase source separation of recyclables, i.e., the FSPP, while the R&E Center recovers more value from existing waste. R&E owns and operates the Recycling & Energy Center which receives and processes all acceptable mixed municipal solid waste generated in the two counties, recovers certain recyclable and compostable materials and produces refuse-derived fuel.

Food Scraps Pickup Program

28% of the counties' household trash is food scraps, like fruit peels, eggshells, meat and bones, and coffee grounds that could be turned into compost or another useful product. The FSPP, which began in 2023, makes recycling food scraps from home easy with free, compostable food scrap bags for eligible households. To participate, county residents must register, order food scrap bags, collect food scraps and place the full food scrap bags in their curbside trash container each week. Trash is hauled to the R&E Center or a transfer station where the food scrap bags are picked from the trash by state-of-the-art equipment and delivered to an industrial compost site where is it's turned into compost to be used in landscaping, construction projects, agriculture and more. By 2028 R&E will deliver food scraps to an anaerobic digester to produce energy and soil amendments.

R&E works closely with the counties to support other elements of their solid waste management programs, including the food scraps drop-off program. Food scraps drop-off sites are designated locations where residents can bring household food waste —the same materials the FSPP collects— for collection and composting. The counties work with multiple cities to site and service 20 locations. Each location provides free compostable bags and dumpsters.

Population Served

There are approximately 337,776 households in Ramsey and Washington counties, which comprises approximately 14% of Minnesota's residents. Our goal is that approximately 40% of households will participate in the FSPP by the end of five years after program launch. Based on projections for sign-up rates this program could expect to serve the quantities of residential households as follows:

Estimated Number of Total Households Expected per Year				
Date	Participation rate % (low)	Participation rate % (high)	Participating HH (low)	Participating HH (high)
2026	12%	15%	25,182	31,478
2027	15%	20%	50,666	67,555
2028	20%	25%	67,555	84,444
2029	25%	30%	84,444	101,333
2030	30%	35%	101,333	118,222
2031	35%	40%	118,222	135,110

The is FSPP is available to a wide range of residents with varying demographic characteristics, including housing type and ownership, car ownership status, age, income, religion, race and ethnicity, languages spoken at home, immigrant and native born, educational attainment, occupation, etc. For example, in Ramsey County, more than 80 languages are spoken and approximately 26% of residents speak a language other than English at home.

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 modification of the remaining components of the schedule and will be published in an addendum to the RFP.

Schedule	Due Date
RFP Release Date	November 2, 2026
Questions Due	November 13, 2026
Addendum Release Date	November 19, 2026
Proposals Due	December 4, 2026 at 4:00 PM Central
Notification of Award	December 31, 2026
Commencement Date	Between February 1, 2027 - May, 1, 2027

2. Scope of Services

The successful Contractor will have the ability to perform all the functions below. Contractors who cannot provide the full range of requested services may submit a proposal but must clearly note any services listed in this request which would not be provided. Contractors are also encouraged to highlight any services for which they possess particularly notable qualifications.

Customer support services are key to the successful recruitment and retention of participants in the FSPP. While residents order food scrap bags primarily online at FoodScrapsPickup.com, R&E utilizes a contact center to ensure adequate community support. The contact center is expected to maintain minimal wait times, manage call volume peaks and provide support outside of business hours, among other benefits. Phone call topics range from how to get food scraps bags, accepted and not accepted items and what happens to the bags after they've been picked up. (See above chart for participation goals and the estimated number of households participating.)

Customer support services will include:

- Using the FSPP website and FAQs to answer questions related to the program and food scraps recycling in the two counties
- Explaining how the program works
- Explaining how to use food scrap bags
- Using the website to register participants
- Using the ecommerce platform to order food scrap bags and to identify order and delivery issues
- Referring callers to tier 2 support
- Providing a post-call survey with Interactive Voice Response (IVR)
- Providing multilanguage support

Requirements

The vendor shall be able to provide customer support through the following means:

- Provide a telephone number to contact the customer support vendor
- Provide support 24-hours-per-day, seven-days-per-week, and 365-days-per-year
- Provide support for callers in the following languages: English, Spanish, Hmong, Somali, Oromo, and Karen
- Provide support for callers speaking additional languages

The vendor shall make every reasonable effort to provide services in a universally accessible, multi-cultural, and multi-lingual manner to people of diverse populations. The vendor shall propose the method by which support in non-English languages is provided, such as the use of agents with proficiency in the specified language and/or use of a spoken language interpretation service. R&E prefers that the vendor does not use an automated language interpretation service.

Capabilities

R&E expects the following industry standard requirements for contact center capabilities. The vendor shall have:

- Tier 1 customer support desk
- Inbound contact ticketing system which integrates contact content and/or call recordings, agent notes, escalation status and/or information and survey responses.
- Multiple ticketing options, such as email, chat and text as well as phone
- Ticketing system to manage client service requests or system malfunctions
- Knowledge Article (KA) creation and updating as business conditions change; Knowledge Base repository to manage KAs
- Established system to escalate contacts to tier 2 support desk as documented in the call script, Knowledge Base, and/or by request.
- Service and data reporting to designated staff, as specified by vendor and R&E
- Options to survey customers. Agents will administer a registration survey, and a post-call satisfaction survey is programmed with IVR.

R&E expects the following industry-wide contact center service level objectives (SLOs) that shall provide standards for adequate contact center capability. The vendor shall:

- Ensure abandoned calls (defined as calls held in queue for more than 90 seconds then hung up) are under 6%
- Answer incoming calls within 90 seconds 85% of the time
- Sustain average wait time of 60 seconds or less
- Have at least 90% first call resolution or better
- Achieve a customer satisfaction score of 4 or higher on a 5-point scale for at least 85% of responses

Contact Center Business Process

R&E expects the following industry standard requirements for contact center business processes. The vendor shall:

- Use a single system of record for all contacts, customer notes, incidents, and escalations. Access through an online client portal is preferred.
- The vendor shall maintain a method for reporting and tracking issues (e.g., ticketing system, project management portal) and provide regular updates on trouble ticket status, resolution efforts, and performance metrics.
- Record calls for training and quality control purposes.

- Have a robust, reasonable onboarding process for agents in place and previously proven with multiple clients. Onboarding should cover basic customer support skills, establish service standards, and include training in how to use the contact center systems efficiently.
- Perform agent training on a routine basis. Routine training shall include role-based learning objectives as well as individual skills coaching. It shall also include program-related content. R&E will assist with the development of content related to the Food Scraps Pickup Program and food scraps recycling.
- Utilize standard or custom client satisfaction surveys.
- Meet SLOs consistently and have pre-determined remediation steps implemented when they are not being met.
- Hold periodic meetings, as agreed, with R&E to review results and improve performance.
- Provide accounting of total agent minutes used per month and time per inbound contact source. Detail other charges in a way that is appropriate for public service provision.

Availability & Communication

- The vendor shall maintain regular availability during R&E's business hours (Monday through Friday, 8:00 AM – 5:00 PM Central Time) or as agreed.
- The vendor shall designate a primary point of contact for coordination and communication throughout the duration of the contract.
- Routine check-ins (e.g., weekly or bi-weekly) will be scheduled during active setup, development, and revision phases to ensure progress alignment. Ad hoc meetings may be scheduled as needed.
- Advance notice of at least 48 hours should be provided for any planned maintenance or updates that may affect user experience or systems performance.
- The vendor shall share an escalation process for time-sensitive or unresolved issues, including contact information for key team members.

Service Levels & Response Expectations

The following table outlines the expected response and resolution timelines based on issue severity:

Severity	Examples	Initial Response	Resolution Target
Critical	Systems down	1 business hour	4 business hours
High	Unacceptable caller interactions	4 business hours	1 business day
Medium	Agent content corrections	1 business day	3 business days
Low	Agent coaching	2 business days	As prioritized

Vendors are encouraged to describe how they meet or exceed these service expectations in their proposal, including communication tools, staffing models, and support procedures.

Contact Center Infrastructure

R&E expects the following industry standard requirements for contact center infrastructure. The vendor shall:

- Control access to its data center and contact center facilities
- Have robust disaster recovery and business continuity plans and capabilities, and test them on a regular basis
- Perform regular maintenance on its systems and have a robust backup capability
- Assure backups are occurring and maintenance is being performed as scheduled

- Have pre-established strategy that ensures critical systems continue operating during system outages and test it on a regular basis
- Report any incident where contact center infrastructure is compromised

Data Security

The vendor shall be responsible for maintaining data integrity and security. R&E expects the following industry standard requirements for contact center data security. The vendor shall:

- Have a robust plan, tested at least annually, for controlling access to their system and data, assuring systems are secure and only authorized users can access them
- Conduct security training for employees at least annually and whenever new employees are hired
- Report any privacy or security incident of which it becomes aware.

Data and Reporting

The vendor shall be responsible for maintaining data integrity and security. The vendor will comply with the Minnesota Government Data Practices Act, found at Minn. Stat. Ch. 13.

The vendor shall provide activity and performance reports to R&E on a daily, weekly, and monthly basis, or as agreed. Report data and formats to be established within three months of contract start date or as agreed. Reports shall include progress towards SLOs and performance metrics, such as calls offered and answered; average speed of answer; number and percent of abandoned and handled calls; wait time, talk time, wrap time and handle time. Monthly reports should be submitted within 15 days of the last day of the reporting month or as agreed.

The vendor shall also provide designated R&E staff with continuous electronic access to individual data.

2.1. Other Requirements

R&E expects the following industry standard requirements for contact center qualifications. The vendor shall have:

- At least three years of contact center service experience
- A stable management team that has been with the company for at least three years
- A contact center service provider with at least 15 people on their staff
- A mix of full-time employees and contractors with at least 50% full-time employees
- At least ten existing contact center clients, with some clients of approximately the same size as R&E's program
- Annual revenue of at least $3,000,000
- New client acquisition of at least three companies over the past three years
- Cyber security insurance of at least $5,000,000 per incident
- No security breaches of any kind over the past three years
- Contact Center / Data Policy Manuals cover internal data usage, contact center operations, acceptable use, and data encryption
- Employee Policy Manuals cover Violence Prevention, Electronic Resources, and Ethical Business Conduct
- A contact center service provider with clients in the government sector and/or clients in the recycling or solid waste sector are preferred but not 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

R&E will negotiate terms of payment for vendor services. R&E expects the following industry standard requirements for contact center fee structure. The vendor shall:

A. Propose a fee structure to cover onboarding, including the following:
    1. Development of the contact center transition plan and project management
    2. One time set up of service desk tools and inbound contact management system including call flows, call script, reporting and messaging
    3. Establishment of first call resolution categories
    4. Creation, review and updating of Knowledge Articles inside the Knowledge Base
    5. Agent onboarding and training
    6. Orientation to program content for agents and supervisors
    7. One time set up of IVR for greeting and post-call customer survey
B. Propose a fee structure to address inbound call volumes:
    1. Fees should be based on phone call volumes by the minute, not based on the number of personnel assigned to the account or by the call
    2. Fees should include inbound calls and a la carte options for text messages, emails, and web chat
    3. Vendor should propose the optimal service environment and fees based on using dedicated agents and/or using shared agents.
    4. Propose a variable cost for calls received on a holiday and list the days selected.
    5. Propose any additional cost per call for language interpretation services.
C. Propose a fee structure to address overages
D. Propose a fee structure to address additional costs for overhead, management, training, programming and IT technology services, including minimum/maximum fees for services per month, if applicable.

3.4. References

Provide three references for organizations currently utilizing 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.

4. Proposal Submittal

Proposals will provide sufficient information to ensure that R&E can fully evaluate the Proposer's ability to perform the services requested. 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 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.

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 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 with the best evaluated proposal 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. 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)