### STATE OF MINNESOTA

**Professional Technical Services Master Contract --Encumbrance Form (For State Use Only)**

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<th>Project Mgr.:</th>
<th>Bee Yang</th>
<th>Contract Specialist:</th>
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**Project Name:** Industrial Hygiene Services Master Contract

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<th>SWIFT Contract No:</th>
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**Contact Person:** Charles Tye
**Contact Person Phone:** 952.252.0405
**Contact Person Fax:** 952.252.0407
**Contact Person Email:** ctyeang@aol.com

**Contractor Name and Address:** Angstrom Analytical, Inc.
5001 Cedar Lake Rd.
St. Louis Park, MN 55416

**Contract Execution Date:** 04/06/2022
**Contract End Date:** 03/31/2027

[Individual signing SWIFT Order or Contract certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05]
This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Angstrom Analytical, Inc., 5001 Cedar Lake Rd., St. Louis Park, MN 55416 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of industrial hygiene services for asbestos and other hazardous material abatement project management, testing and surveys.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

1.1 Effective Date: The date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.
   The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State’s Authorized Representative that it may begin accepting Work Order Contracts.

1.2 Work Order Contracts. The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

1.3 Expiration Date: March 31, 2027


2 Scope of Work

The Contractor, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

- Project Management
  o On-site observation of project work
  o Preparation of recommendations and reports

- Air Monitoring, Sampling, and Testing
  o On-site monitoring and daily log reports in electronic and email format
  o On-site and off-site sample analysis, testing reports
  o Industrial hygiene sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry best guidelines.
- **Collection and Analysis**
  - Bulk material analysis and reports
  - Analysis compared to ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab to complete lab work.

- **Surveys and Reports**
  - Surveys, electronic database files, and written reports

- **Emergency Response**
  - Respond to emergency request for the presence of hazardous materials on site.

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

3 Time
The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

4 Consideration and Payment
4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed $1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after the execution date of this Agreement. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

**Travel Expenses.** There is no allowable travel or other reimbursable expenses for travel to Projects located within 100 miles roundtrip of the Responder's office location (accumulative mileage to and from site), the State will not pay for travel time. All such expenses are included in the Consultant’s fee schedule of hourly rates.

On projects located over 100 miles round trip of the Responder's office location, the State will pay for travel time and Reimbursable Expenses per day for all work days (Monday through Sunday and State Holidays).

**Reimbursable Expenses:** The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current “Commissioner's Plan” promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: [https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp](https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp). The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
Subconsultant and testing services, when approved by the State’s Project Manager, will be negotiated as an additional service at one (1.0) times Responder’s cost. There are no other allowable reimbursable expenses.

4.2. **Payment**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) **Retainage.** Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State’s agency head. The balance due will be paid when the State’s agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

5 **Conditions of Payment**

All services provided by the Contractor under a work order contract must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives and Project Managers**

The State’s Authorized Representatives for this master contract are Jennifer Barber, Contract Specialist, 651.201.2389 or Bee Yang, Project Operations Manager, 651.201.2393 or his/her successor, and have the responsibility to monitor the Contractor’s performance.

The State’s Project Manager will be identified in each work order contract.

The Contractor’s Authorized Representative is Charles Tye, ctveang@aol.com, 952.252.0405. If the Contractor’s Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

The Contractor’s Project Manager will be identified in each work order contract.

7 **Assignment, Amendments, Waiver, and Contract Complete**

7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

7.2 **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.
8 Force Majeure
Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

9 Indemnification
9.1 In the performance of this Master Contract and any Work Order Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the State, to the extent caused by Indemnifying Party’s:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor’s reseller, any third party that has a business relationship with the Contractor, or Contractor’s agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State’s failure to fulfill its obligation under this Contract.

9.2 Nothing within this Master Contract and any Work Order Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

10 State Audits
Under Minnesota Statute§ 16C.05, subdivision 5, the Contractor’s books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

11 Government Data Practices
The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Master Contract and any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Master Contract and any Work Order Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State’s Authorized Representative as to how the Contractor should respond to the request. The Contractor’s response to the request shall comply with applicable law.
12 **Intellectual Property Rights**

12.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

12.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Master Contract and any Work Order Contract.

12.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Master Contract and any Work Order Contract, and any derivatives of that intellectual property.

12.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Master Contract and any Work Order Contract. "Works" includes Documents.

12.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Master Contract and any Work Order Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Master Contract and any Work Order Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

12.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Master Contract and any Work Order Contract.

12.4 Obligations.

12.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Master Contract and any Work Order Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

12.4.2 Representation. The Contractor must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
12.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State's opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Copyright
The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Master Contract and any Work Order Contract.

14 Contractor’s Documents
Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or “click through” agreement that is allowed by, referenced within or incorporated within the Master Contract or any Work Order Contract whenever the Master Contract or any Work Order Contract is used for a State procurement, whether directly by the Contractor or through a Contractor’s agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Master Contract or any Work Order Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Master Contract and any Work Order Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Master Contract and any Work Order Contract or afforded to the State by Minnesota law. A State employee’s decision to choose “accept” or an equivalent option associated with a “click-through” agreement does not constitute the State’s concurrence or acceptance of terms, if such terms are in conflict with this section.

15 Workforce Certification Requirements for Contracts in Excess of $100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business
The State intends to carry out its responsibility for requiring Workforce Certification by its Contractors.
15.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal Workforce Certification requirements.

15.2 Minnesota Statute § 363A.36. Minnesota Statute § 363A.36 requires the Contractor to have an Workforce Certification plan for the employment of minority persons, women, and
qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3 Minnesota Rule Parts 5000.3400-5000.3600.
(A) General. Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of Workforce Certification plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an Workforce Certification plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) Disabled Workers. The Contractor must comply with the following Workforce Certification requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take Workforce Certification to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take Workforce Certification to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take Workforce Certification to employ and advance in employment physically and mentally disabled persons.

(C) Consequences. The consequences for the Contractor's failure to implement its Workforce Certification plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

15.4 Minn. Stat. §363A.44 Equal Pay requirements shall apply to this Agreement (Exhibit E1).
16 **Workers' Compensation and Other Insurance**
Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

17 **Publicity and Endorsement**
17.1 **Publicity.** Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

18 **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions**
Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

19 **Contingency Fees Prohibited**
Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

20 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

21 **Subcontracting and Subcontractor Payment**
21.1 **Subcontracting Allowed.** A subcontractor is a person or company that has been awarded a portion of the Master Contract or any Work Order Contract by Contractor. Only subcontractors that have been approved by the State Authorized Representative can be used for this Contract.

After the effective date of the Master Contract or any Work Order Contract, the Contractor shall not, without prior written approval of the State Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Master Contract or Work Order Contract was awarded. During this Master Contract or any Work Order Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Master Contract or any Work Order Contract.
The provisions of the Master Contract and any Work Order Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Master Contract and any Work Order Contract.

21.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

22 Minnesota Statute§ 181.59 The vendor will comply with the provisions of Minnesota Statute§ 181.59 which requires:
Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, 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.

23 Termination
23.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Master Contract and any Work Order Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

23.2 Termination for Breach. The State may terminate this Master Contract and any Work Order Contract, with cause, upon 30 days' written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

23.3 Termination for Insufficient Funding. The State may immediately terminate this Master Contract and any Work Order Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.
24 Data Disclosure
Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

25 E-Verify Certification (In accordance with Minn. Stat. §16C.075)
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

26 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

27 Equal Pay Certification
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to contract execution. If Contractor's Equal Pay Certificate expires during the term of this Master Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

28 Subcontractor Reporting:
The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed $500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

29 Vaccination/Testing Requirements
29.1 Applicability. This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").
29.2 Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
29.3 **Compliance.** Contractor is responsible for the following:

29.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

29.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;

29.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

29.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item Requirements detailed in this clause.

29.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

30 **Schedule of Exhibits**

The following exhibits are attached and incorporated into this Master Contract.

Attachment 1: Category and Description
- Exhibit A: Sample Work Order
- Exhibit B: Fee Schedule
- Exhibit C: Consultant's Categories of Service and Experience
- Exhibit D: State Insurance Requirements
- Exhibit E: Workforce Certification
- Exhibit E1: Equal Pay Certificate
- Exhibit F: Certification Regarding Lobbying
- Exhibit G: Not Used
- Exhibit H: Not Used
- Exhibit I: Affidavit of Noncollusion

Distribution:
Contractor
Agency
State's Authorized Representative

**Signatures**

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>CHARLES TYE</td>
<td><img src="signature1.png" alt="Signature" /></td>
<td>April 6, 2022</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>Julie C. Ouradnik</td>
<td><img src="signature2.png" alt="Signature" /></td>
<td>April 6, 2022</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>Yang, Tou Bee</td>
<td><img src="signature3.png" alt="Signature" /></td>
<td>April 6, 2022</td>
</tr>
</tbody>
</table>
AMS Freedland, Sara E April 13, 2022

Admin ID
76118
Exhibit A

SAMPLE STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____("State") and _____("Contractor"). This work order contract is issued under the authority of Master Contract T-Number ________, SWIFT Contract Number ________, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1. Term of Contract
   1.1. Effective date: _____, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.
   The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
   1.2. Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties
   The Contractor, who is not a state employee, will: _____________________________________________________.

3. Consideration and Payment
   3.1. Consideration. The State will pay for all services performed by the Contractor under this work order contract as follows:
   (A) Compensation. The Contractor will be paid ____.
   (B) Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed $______.
   (C) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed $______.
   3.2. Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

4. Project Managers
   The State's Project Manager is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.
   The Contractor's Project Manager is ______. If the Contractor’s Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

SIGNATURES AS REQUIRED BY THE STATE.
2022/23 FEE SCHEDULE:

Industrial Hygiene Services for Asbestos and Other Hazardous Material Abatement Project Management, Testing & Surveys.

State of Minnesota Master Professional / Technical Services Contract

Hourly rates for MN Licensed Lead, Asbestos, Mold and HVAC Decontamination Industrial Hygienists, by individual.

Charles Tye $119.00
Darrell Potocnik $90.00
Kevin Hagen $95.00
Steve Wallinga $95.00
Jason Knapp $90.00

Office / Admin Support

Samantha Ferguson $60.00
Beth Gibbs $65.00

Full Service Laboratory and on-site Industrial Hygiene Services for the Hazardous Material Abatement Industry
Subconsultant and testing services not provided by Angstrom will be invoiced at cost, on approval of RECS Project Manager.

Polarized Light Microscopy analyses (EPA/600/R-93/116 methodology) used for analyzing bulk materials for the presence of asbestos: $35.00 each (layer) with 24 hour turn around time.

Mold sample analyses: bulk including physical, RODAC plate and tape lift, air, including Cyclex D, Air-O-Cell and Anderson Impinger $95.00 each with 5 day turn around time.

Instrument Time:

X-Ray Flouresence Analyzer (XRF) used in the detection of lead in paint films, soils and air filters. $395.00 per day – (8 or 10 hour shifts).

Lumex Zeeman Spectroscopy Analyzer used to detect mercury vapor. $350.00 per day – (8 or 10 hour shifts).

Dust Track Particle analyzer used on mold abatement projects to measure real time spore counts $295.00 per day – (8 or 10 hour shifts).
Exhibit C - Qualifications Proposal
State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

Do not use forms other than those provided herein. The forms provided indicate what information is desired and the format in which it is to be presented. When filling out this form, refer back to the specific items asked under the Scoring Criteria section of the RFP.

1.0 Project Information
State’s project name of the project for which this form is being submitted.

a. Project Name (from RFP): Industrial Hygiene Services

2.0 Responding Firms Information
Provide legal name and address and contact person information on the prime firm that is responding to the RFP. If the firm is forming a joint venture or an association with other firm(s) for this project, insert: “in association with” or “in joint venture with” and name the firm(s). Provide addresses of joint venture or associate firm in the section number 4.0 below.

List the name, title, and telephone number of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the responding firm on policy and contractual matters and should be familiar with the programs and procedures of responding firm.

a. Responder’s Name & Address (include 9 digit zip code): Angstrom Analytical, Inc. 5001 Cedar Lake Rd. St. Louis Park, MN 55416-1618
b. County of responder’s location: Hennepin
c. Responder’s State Vendor Number: 12880200300
d. Date firm was established: 1993
e. Name, title & telephone number person signing proposal (see section 10.0): Charles Tye, President 952-252-0405
f. Responder’s (contact) telephone number: 952-252-0405
g. Responder’s Fax Number: 952-252-0407
h. Responder’s Email Address: ctyeang@aol.com
3.0 Statement & documentation that responder has been in business for a minimum of five (5) years providing Industrial Hygiene Services: Angstrom Analytical, Inc. is strongly interested and committed to continue working with the State of Minnesota’s, Dept of Administration, Real Estate & Constructions Services as a Master Contract Holder for Professional Hygiene Services. Angstrom has held a State of Minnesota "M" Contract for IH Construction Services for 25 years.

4.0 Statement that responder is in agreement with the State’s Master Contract for Industrial Hygiene Services: Angstrom Analytical, Inc. is in agreement with the State’s Master Contract for Industrial Hygiene Services.

5.0 Responding Firms Interest and Availability
Responser’s should provide statements on the Responder and design team’s interest and availability to promptly perform the services called for in the RFP.

a. Responder’s statement of interest to perform the services as indicated in the RFP: Angstrom Analytical, Inc. is interested in performing the services and as stated in the RFP for Industrial Hygiene Services.

b. Responder’s statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: Angstrom Analytical, Inc. has the available personnel, equipment and supplies to begin work within 24 hours of any Notice to Proceed being issued by RECS.

c. Responder’s statement on ability to work on multiple projects simultaneously: Four (4) or more employees AAR certified. Angstrom Analytical has five (5) bone fide employees on the AIHA - AAR listing. I am a member of the Board of Directors of the AIHA Field Registry Program which includes the AAR. We thus have the ability to staff and work on multiple RECS projects simultaneously.

d. Responder has three or more employees who are AAR certified. Responders are to submit names and certifications of employees:
   1. Charles Tye 7337 (required)
   2. Steve Wallinga 8481 (required)
   3. Kevin Hagen 8863 (required)
   4. Jason Knapp 9525
   5. Darrell Potocnik 2081
6.0 Statement on ability, qualifications and appropriate licensure to perform and provide all Industrial Hygiene Service Categories 1 through 11 (Category 10 is not used). Include statement on compliance with MN Rules 4620.3300-3724. (See Description of Industrial Hygiene Service Categories): Angstrom Analytical Inc., can perform all aspects of this RFP, in-house, using our own laboratory, equipment and personnel. All qualifications and licensure both for the lab and the personnel follow in this response to all categories in the I.H. RFP. We do not use sub-contractors, all staff are our own employees. We comply with all aspects of MN Rules 4620.3300 through 3724.

Statement on sampling and laboratory analysis provided will be in accordance with MN Rules 4620.3596 and that an American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work. Angstrom Analytical, Inc. states that the above statement (4b) will be adhered to. All sampling and laboratory analysis will be in accordance with MN Rules 4620 and a National Institute of Science Voluntary Accreditation Program (NIST); Accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) or an American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work. Angstrom Analytical, Inc. is an accredited Bulk Asbestos Lab via the MN DOH and AIHA listing.

7.0 Qualifications of Responder’s Key Personnel and Specialists
Provide brief qualifications of key personnel and Specialists expected to participate on this project. Limit qualifications to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified. Included with your RFP response for this section, insert copies of employees’ licenses, certifications, and credentials. Add additional pages if necessary.

Broad Service Range: At least 2 employees must be Licensed Lead Inspectors or Licensed Lead Risk Assessors, MDH Certified Asbestos Inspectors, and MDH Certified Asbestos Site Supervisors. This does not mean the same employees must carry the licenses; there just must be 2 of each licensed employees in the firm. Submit Photo ID of Current Minnesota Department of Health Certification Hard Cards required.

<table>
<thead>
<tr>
<th>Name and title</th>
<th>Project assignment</th>
<th>Name of firm with which associated</th>
<th>Years’ experience with this firm</th>
<th>Years’ experience with other firms</th>
<th>Education: degree(s) / year / specification</th>
<th>Active registration: year first registered / discipline</th>
<th>Experience and qualifications relevant to the proposed project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Tye</td>
<td>Asbestos Air &amp; Bulk, Angstrom Analytical</td>
<td>29</td>
<td>10</td>
<td>BS, MS 1983</td>
<td>1988</td>
<td>Asbestos Inspector, Supervisor, Mgmt Planner, Project Designer, Lead Risk Assor, NIOSH 582, AAR, Bulk Analyst, HVAC</td>
<td></td>
</tr>
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</table>

11/22/2016 – Exhibit C-Qualifications Proposal
<table>
<thead>
<tr>
<th>Name and title</th>
<th>Project assignment</th>
<th>Name of firm with which associated</th>
<th>Years’ experience with this firm</th>
<th>Years’ experience with other firms</th>
<th>Education: degree(s) / year / specification</th>
<th>Active registration: year first registered / discipline</th>
<th>Experience and qualifications relevant to the proposed project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darrell Potocnik</td>
<td>Asbestos, VOC’s</td>
<td>Angstrom Analytical</td>
<td>25</td>
<td>10</td>
<td>AAS 1986</td>
<td>1990</td>
<td>Asbestos Inspector, Asbestos Supervisor</td>
</tr>
<tr>
<td>Jason Knapp</td>
<td>Asbestos, Lead, Mold</td>
<td>Angstrom Analytical</td>
<td>4</td>
<td>3</td>
<td>BS 2014</td>
<td>2015</td>
<td>Asbestos Inspector, Asbestos Supervisor, Lead Risk Assessor</td>
</tr>
</tbody>
</table>
8.0 Qualifications Experience of Responder

Work completed by responder in the past 5 years which best illustrates current qualifications relevant to the “Table of Categories of Service”. Insert references from owners following this section. List projects completed by the firm submitting this application. Work performed by other segments of the firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.

Projects included in reference must have been started and completed during the 5-year period of February 1, 2017 to January 31, 2022. Prime consideration will be given to projects that illustrate responder’s capability for performing work similar to that described in this RFP. Add additional pages if more space is needed.

[Note: If Responder has an existing master contract with the State, letters of reference from owners are not required, but you must insert a statement indicating such]. If possible, include at least one political subdivision (federal, state, county, or city) project.

Angstrom Analytical is a current Industrial Hygiene M-Contract holder and therefore Letters of Recommendation are not required.

<table>
<thead>
<tr>
<th>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</th>
<th>List team members (proposed for this project), cited in section 5 above, that worked on the project</th>
<th>Actual final completion date month/year</th>
<th>Total cost of project</th>
<th>Project represents experience in:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. State of MN, Anoka Regional Treatment Center, Wang Vue 651-201-2395 <a href="mailto:wang.vue@state.mn.us">wang.vue@state.mn.us</a></td>
<td>Charles Tye, Kevin Hagen</td>
<td>4/2019</td>
<td>$19,800</td>
<td>Category 1</td>
</tr>
<tr>
<td>2. Degree of Honor Bldg, St. Paul, Air Testing, Ronn Jansen, 651-368-2119 <a href="mailto:ronn@madisonequities.biz">ronn@madisonequities.biz</a></td>
<td>Charles Tye, Steve Wallinga, Jason Knapp</td>
<td>1/2020</td>
<td>$95,000</td>
<td>Category 2</td>
</tr>
<tr>
<td>3. MN DNR Multiple Asbestos bulk material surveys, Renovation, Haz-Mat Consultant Non-destructive survey &amp; asbestos bulk material analysis by our in-house lab, St. Paul, Ray Barrett, 651-259-5773, <a href="mailto:ray.barrett@state.mn.us">ray.barrett@state.mn.us</a></td>
<td>Charles Tye, Kevin Hagen</td>
<td>2/2020</td>
<td>$28,500</td>
<td>Category 3</td>
</tr>
<tr>
<td>4. MN Dept of Revenue Bldg., St. Paul, Xe Groblirsch, PM, 651-201-2395 wang.vue@state .mn.us</td>
<td>Charles Tye, Kevin Hagen</td>
<td>12/2019</td>
<td>$32,650</td>
<td>Category 4</td>
</tr>
<tr>
<td>5. Service Master DSI, Foundry Winter St NE Mpls, Post fire Soot, metals, Dust/Silica, HazMat testing Ken Peterson</td>
<td>Charles Tye, Kevin Hagen, Steve Wallinga</td>
<td>9/2019</td>
<td>$32,000</td>
<td>Category 5</td>
</tr>
<tr>
<td>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</td>
<td>List team members (proposed for this project), cited in section 5 above, that worked on the project</td>
<td>Actual final completion date month/year</td>
<td>Total cost of project</td>
<td>Project represents experience in:</td>
</tr>
<tr>
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<td>---</td>
<td>---</td>
</tr>
<tr>
<td>800 954-9444, <a href="mailto:ken.peterson@smdsi.com">ken.peterson@smdsi.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.Rubel Realty HVAC Design to vent exhaust in underground parking garage Mpls Liz Ekholm 952-926-2092 <a href="mailto:lizekholm@yahoo.com">lizekholm@yahoo.com</a></td>
<td>Charles Tye, Jason Knapp</td>
<td>2/2019</td>
<td>$22,550</td>
<td>Category 6</td>
</tr>
<tr>
<td>7.PAK Properties, Sub Slab IAQ VOC testing, Dayton Flats Project, Dayton Ave St Paul, Alissa KeIllogg 651-224-6901, <a href="mailto:akellogg@pakproperties.net">akellogg@pakproperties.net</a></td>
<td>Charles Tye, Kevin Hagen, Darrell Potocnik</td>
<td>12/2019</td>
<td>$7,000</td>
<td>Category 7</td>
</tr>
<tr>
<td>8.Mpls. Public Housing, Elizabeth Dressel, PM 612-342-1400, <a href="mailto:edressel@mplspha.org">edressel@mplspha.org</a></td>
<td>Kevin Hagen, Steve Wallinga</td>
<td>2/2020</td>
<td>$132,000</td>
<td>Category 8</td>
</tr>
<tr>
<td>9.Rubel Realty Haz-Mat Consultant Non-destructive survey &amp; asbestos bulk material analysis Mpls Liz Ekholm 952-926-2092 <a href="mailto:lizekholm@yahoo.com">lizekholm@yahoo.com</a></td>
<td>Charles Tye, Kevin Hagen</td>
<td>2/2019</td>
<td>$56,500</td>
<td>Category 9</td>
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<td>10.Not Used</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Category 10</td>
</tr>
<tr>
<td>11.Service Master DSI, CVS Pharmacy Moorhead MN, metals, Dust/Silica, Mold testing Moorhead, Ken Peterson 800 954-9444, <a href="mailto:ken.peterson@smdsi.com">ken.peterson@smdsi.com</a></td>
<td>Kevin Hagan, Charles Tye, Darrell Potocnik</td>
<td>10/2019</td>
<td>$23,650</td>
<td>Category 11</td>
</tr>
</tbody>
</table>

9.0 Unique Qualifications - Summarize your team’s unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have (i.e. Two or more projects completed for Minnesota State Agencies or Minnesota State Colleges and Universities (MN State) or University of Minnesota):

10.0 Eligibility Requirements

Respond to each statement below and attach completed documents as required to confirm specific eligibility requirements.

a. I have read and agree to the State’s Standard Master Contract/Master Contract Work Order:  Yes ☒ No ☐

b. A Certificate of insurance will be provided in accordance with State’s Master Contract Work Order, if awarded project  Yes ☒ No ☐

c. A signed Affidavit of Non-collusion is attached. Yes ☒ No ☐
d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes ☐ No ☒

e. Foreign outsourcing will ☐ will not ☒ be involved in the delivery of contract services.

11.0 Authorized Signature

The proposal must be signed in ink by an authorized member/officer of the Responder. If a corporation person must be authorized in a corporate resolution or partnership document; if a sole proprietor, owner must sign. All information contained in this form must be current.

a. Typed name of authorized signor: Charles Tye

b. Typed title of authorized signor: President

c. Authorized signature (signature of person identified in Section 2):

   [Signature]

   [Signature]

d. Date Signed: March 24, 2022

e. Registration Number*: N/A

   *State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board [http://mn.gov/aelslag/roster.html].

f. Person signing is (select from dropdown): corporate officer**

   **provide copy of corporate resolution or by-laws

   g. Firm is registered in Minnesota as a (selection from dropdown list): Corporation, if other, explain

h. MN Tax ID Number: 1335121

i. FED Tax ID Number: 41-1763843

j. MN Vendor Number (required for contract): 128802003 00

END OF EXHIBIT C
Exhibit D1
PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIREMENTS

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. Workers’ Compensation Insurance: Except as provided below, Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers’ Compensation requirements.

   If during the course of the contract the Contractor becomes eligible for Workers’ Compensation, the Contractor must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. Commercial General Liability Insurance: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

   $2,000,000 – per occurrence
   $2,000,000 – annual aggregate
   $2,000,000 – annual aggregate – Products/Completed Operations

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability
   Other; if applicable, please list __________________________________________
   State of Minnesota named as an Additional Insured

3. Commercial Automobile Liability Insurance: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:
Exhibit D1

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract.

Contractor is required to carry the following minimum limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;

- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
**Exhibit D1**

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

DOLLIFF INSURANCE
6405 Wayzata Blvd. Ste. 850
Saint Louis Park MN 55426-1749

CONTACT NAMES: Jenny Sutton
PHONE (incl. No., Ext.): (952) 593-7400 FAX (incl. No.): (952) 593-7444
E-MAIL ADDRESS: jsutton@dolliff.com

INSURER

Angstrom Analytical Inc
5001 Cedar Lake Road South
ST LOUIS PARK MN 55411

INSURER A: Ace American Insurance Company
INSURER B: Allmerica Financial Benefit
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC 

COVERAGES

CERTIFICATE NUMBER: 2021-2022 GL/Auto/UL

REVISION NUMBER:

THI S IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INR LTR TYPE OF INSURANCE ADD'L SUBMIN INSN WDV POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY Exp (MM/DD/YYYY) LIMITS

A COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE OCCUR

G46844774005 12/09/2021 12/08/2022

EACH OCCURRENCE $1,000,000
DAMAGE TO RENTED PREMISES (EA occurrence) $50,000
MED EXP (Any one per accid) $100,000
PERSONAL & ADV INJURY $1,000,000
GENERAL AGRAD (IA occurrence) $2,000,000
PRODUCTS - COMPO/OP AGG $2,000,000

B AUTOMOBILE LIABILITY

ANY AUTO OWNED AUTOS ONLY

AWXH125286 12/09/2021 12/08/2022

COMBINED SINGLE LIMIT (EA accident) $1,000,000
BODILY INJURY (Per person) $10,000
BODILY INJURY (Per accident) $100,000
PROPERTY DAMAGE (Per accident) $1,000,000

A UMBRELLA LIABILITY EXCESS LIABILITY

OCCUR CLAIMS-MADE

G7/25552233001 12/09/2021 12/08/2022

EACH OCCURRENCE $1,000,000
AGGREGATE $1,000,000

WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY

Y/N N/A

PER STATUTE OTHER

E.L. EACH ACCIDENT $1
E.L. DISEASE - EA EMPLOYEE $1
E.L. DISEASE - POLICY LIMIT $1

A POLLUTION LIABILITY PROFESSIONAL LIABILITY RETRO 12/06/2003

G46844774005 12/09/2021 12/08/2022

$1,000,000 $1,000,000 Claims Made Ded $6,000

$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Minnesota is included as an Additional Insured under the General Liability and Auto Liability when required by written contract. Professional Liability is follow form on Excess Liability

CERTIFICATE HOLDER

State of Minnesota Real Estate & Construction Services
309 Administration Building
50 Sherburne Avenue
St Paul MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 20 (2010/03) The ACORD name and logo are registered marks of ACORD
Workers' compensation and employers' liability insurance policy

Policy Number: 107974.804  
Policy Renewal Number: 107974.803  
Date of Mailing: 10/18/2021

Item 1. Insured mailing address
Angstrom Analytical Inc  
5001 Cedar Lake Road  
St Louis Park, MN 55416

Agent address
Choice Insurance Services LLC  
PO Box 9396  
Minneapolis, MN 55440-9396

Legal Entity: Corporation

Item 2. Policy period: 12/16/2021 to 12/16/2022

Item 3. Coverage
A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of MN.

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state as listed in item 3A. The Limits of our liability under Part Two are:

<table>
<thead>
<tr>
<th>Bodily Injury by Accident</th>
<th>Bodily Injury by Disease</th>
<th>Bodily Injury by Disease</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000 each accident</td>
<td>$500,000 policy limit</td>
<td>$500,000 each employee</td>
</tr>
</tbody>
</table>

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This Policy includes these endorsements and schedules:
WC220090A WC0000419 WC000308 WC000414A WC000422C WC000425 WC220601D WC000424

Item 4. Premium
The premium is determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Schedule
STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION
Information required for ALL bids or proposals that could exceed $100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of $100,000 under Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

□ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

□ Attached is confirmation that MDIIR received our application for a Minnesota Workforce Certificate on __________________ (date).

□ Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of $100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check one option below if applicable:

✓ We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed.

Send to compliance.MDHR@state.mn.us.

Signature
By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company

ANGSTROM ANALYTICAL, INC. __________________________

Authorized Signature CHARLES TYE __________________________

Name of Company 3-12-2022

Date 9,52 252 0405

Printed Name PRESIDENT __________________________

Phone Number __________________________

Title __________________________

For assistance with this form, contact:
Minnesota Department of Human Rights

Web: http://mn.gov/mdhr/ Toll Free: 1-800-657-3704
Email: compliance.mdhr@state.mn.us MN Relay: 711/ 1-800-627-3529

Rev. 7/21
Exhibit E1

State of Minnesota – Equal Pay Certificate

If your response could be in excess of $500,000, please complete and submit this form with your submission. It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.

Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-027-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

☐ Attached is our current MDHR Equal Pay Certificate.

☐ Attached is MDHR’s confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

☐ We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.


Authorized Signature

Printed Name

Title

ANGSTROM ANALYTICAL INC. 135721 /41-176384-3 3/12/2022

Organization

MN/FED Tax ID#

Date

Issuing Entity

Project # or Lease Address

7/25/14
CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Angstrom Analytical, Inc.

Charles Tye, President

By: __________________________
Signature of Official

3/12/2022

Date

Rev. 01/16
Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).

2. That the attached proposal submitted in response to the Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: ANGSTROM ANALYTICAL, INC.

Print authorized representative name: CHARLES TYE

Authorized signature: [Signature]

Title: PRESIDENT

Date (mm/dd/yyyy): 03/12/2022

Notary Public

Subscribed and sworn to before me this:

12th day of March, 2022

[Notary Public Signature]

Commission expires (mm/dd/yyyy): 01/31/2025
## Attachment 1
### Service Categories & Descriptions

<table>
<thead>
<tr>
<th>Category #</th>
<th>Service Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asbestos Air Sampling</td>
<td>Air sampling and analysis of samples collected. All sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health (MDH) and by use of the requirements provided in Minnesota Rules 4620.3592 to 4620.3598. The State requires that air samples collected at project sites are done by a third party, and that, other than educational facilities, they are analyzed utilizing Phase Contrast Microscopy at the project site. Responder is required to have the equipment for this work. Asbestos air samples collected for educational facilities must use Transmission Electron Microscopy analysis, and will be analyzed off-site.</td>
</tr>
<tr>
<td>2</td>
<td>General Air Monitoring</td>
<td>Includes but is not limited to pre-site analysis and on-site project management, testing and analysis (excludes asbestos air monitoring).</td>
</tr>
<tr>
<td>3</td>
<td>Asbestos Bulk Material Analysis</td>
<td>Analysis of bulk material collected as part of an inspection. Analysis must be conducted by laboratories accredited according to Minnesota Rules 4620.3460.</td>
</tr>
<tr>
<td>4</td>
<td>Fungal Investigation and Sampling</td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for fungal organism concerns.</td>
</tr>
<tr>
<td>5</td>
<td>General Environmental Condition Evaluations</td>
<td>Evaluations of workplace issues that could include regulatory requirements of the EPA, Minnesota Pollution Control Agency, or Minnesota Department of Labor and Industry's Occupational Safety and Health Administration (OSHA). Examples of these conditions could include, but are not limited to, the evaluation of suspect chemical fluids, PCB (Polychlorinated Biphenyl) containing items, hazardous materials, mercury and underground storage tanks (USTs).</td>
</tr>
<tr>
<td>6</td>
<td>HVAC Evaluation</td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations and designs for HVAC system conditions that could adversely affect indoor air quality in state buildings. Such recommendations could include the measurement and certification of local ventilation exhaust units.</td>
</tr>
<tr>
<td>7</td>
<td>Indoor Air Quality Assessment</td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for indoor air quality concerns. Such sampling is required to be done using recognized Industrial Hygiene standards, and...</td>
</tr>
</tbody>
</table>
## Attachment 1

### Service Categories & Descriptions

<table>
<thead>
<tr>
<th></th>
<th>Service Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>could include, but not be limited to, noise, volatile compounds, particulates, chemical compounds, fumes, and other workplace contaminates.</td>
</tr>
<tr>
<td>8</td>
<td><strong>Lead in Paint Sampling</strong></td>
</tr>
<tr>
<td></td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for lead concerns. Such sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules 4761.2550 through 4761.2570.</td>
</tr>
<tr>
<td>9</td>
<td><strong>Hazardous Material Surveys with Electronic Database of Information</strong></td>
</tr>
<tr>
<td></td>
<td>Conduct surveys for suspect asbestos containing, or other hazardous materials, building and site materials and provide corrective recommendations. Information must be put into an electronic format, and electronic data must be converted to portable document format (pdf) on CD-R media. Asbestos surveys and management plans are to be performed by individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules, parts 4620.3460 and 4620.3470.</td>
</tr>
<tr>
<td>10</td>
<td><strong>Not Used</strong></td>
</tr>
<tr>
<td>11</td>
<td><strong>Other Hazardous Material Industrial Hygiene Services</strong></td>
</tr>
<tr>
<td></td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for other hazardous material concerns.</td>
</tr>
</tbody>
</table>