STATE OF MINNESOTA (REV 10/16/2013)

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

RECS Project ID.:	**N/A**	**Project Mgr.:**	**Gordon Christofferson**	**Contract Specialist:**	**Talia Landucci Owen**
				RFP Event ID (if applicable)	**2-9210**
Project Name :	**Asbestos and Other Hazardous Material Remediation Design Master Contract**				

Total Amount of Contract: **N/A**	Amount of Contract First FY:	Vendor Number: **0000210053**
Category Code:	Category Code:	Category Code:
Account:	Account:	Account:
Amount: **N/A**	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit:	Business Unit:	Business Unit:
Accounting Date:	Accounting Date:	Accounting Date:
Fund:	Fund:	Fund:
DeptID:	DeptID:	DeptID:
AppropID:	AppropID:	AppropID:
Project ID: **N/A** Activity:	Project ID: Activity:	Project ID: Activity:
Amount: N/A	Amount:	Amount:

SWIFT Contract No: **T#19MHR/154987**

_____
Number/Date/Entry Initials

SWIFT Order: _____-
Number / Date/ See Signature Page

*[Individual signing SWIFT Order or Contract certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15*and *16C.05]*

NOTICE TO CONSULTANT: You are required to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota.

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

Contract Execution Date: **4/1/2019**
Contract End Date: 3/31/2024
(*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: **Charles Tye**
Contact Person Phone: **612.865.2020**
Contact Person Fax: **952.252.0407**
Contact Person Email: **ctyeang@aol.com**

Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000000154987
T-Number: 19MHR

This master contract is between the State of Minnesota, acting through its **Commissioner of Administration** ("State") and **Angstrom Analytical, Inc., 5001 Cedar Lake Road S, St. Louis Park, MN 55416** ("Consultant").

Recitals

1. Under Minnesota Statute§ 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of asbestos and other hazardous material remediation design services.
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, 2024**.

1.4 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

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:

The Scope of Work for this master contract may include one or all of the following as described. A complete detailed description of required work will be furnished in each work order contract issued.

- Site inspections to develop proposals for design.
- Remediation drawings, specifications, and public bidding.
- Emergency response process.
- Project management, construction administration, and final project report.
- Other related services

Asbestos and other hazardous material abatement projects have three stages of services: remediation design, industrial hygiene services and abatement work. The remediation designer, the industrial hygiene services consultant, and the abatement contractor will be three different entities on

a given project. The State reserves the right to use the same Responder for design and industrial hygiene services when it is in the best interest of the State.

The Consultant understands that only the receipt of a fully executed work order contract authorizes the Consultant 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 Consultant. **A sample work order contract is attached and incorporated into this master contract as Exhibit A**.

The Consultant 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 Consultant.

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 Consultant 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 Consultant's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Consultant may revise its fee schedule **once a year after April 1, 2020**. 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 an amendment to this Agreement is fully executed.

Travel Expenses. There are no allowable travel or other reimbursable expenses. All such expenses are included in the Consultant's fee schedule of hourly rates.

If included in hourly rates, travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of any work order contract will be in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. A copy of the Commissioner's Plan is available on the web at: http://www.mmb.state.mn.us/comp-commmissioner (click on "Commissioner's Plan" in the right side column). The Consultant 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. If during the course of the work, it is determined that subconsultant(s) are needed, their costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

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 Representative for this master contract is **Talia Landucci Owen, Contracts Specialist, 651.201.2372 or Gordon Christofferson, Project Operations Manager, 651.201.2380**, or his/her successor, and has the responsibility to monitor the Consultant's performance.

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

The Consultant's Authorized Representative is **Charles Tye, 612.865.2020**. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

The Consultant'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 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor 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 Contractor's:

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

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 Contractor may have for the State's failure to fulfill its obligation under this contract.

9 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.

10 Government Data Practices and Intellectual Property

10.1. ***Government Data Practices***. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota StatuteCh. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work order contract. The civil remedies of Minnesota Statute§ 13.08 apply to the release of the data referred to in this clause 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 the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. ***Intellectual Property Rights***

(A) *Intellectual Property Rights.* 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 work order contracts*. 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 or any work order contract. Works includes "Documents." 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 a work order contract. The Documents will 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 the 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.

(B) *Obligations*

1. N*otification*. 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 the work order contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

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. Notwithstanding Clause 8, 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.

11 Affirmative Action 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 affirmative action by its Contractors.

11.1 ***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 affirmative action requirements.

11.2 ***Minnesota Statute § 363A.36.*** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action 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.

11.3 ***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 affirmative action 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 affirmative action 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 affirmative action 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 affirmative action 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 affirmative action 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 affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences*. The consequences for the Contractor's failure to implement its affirmative action 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 RuleParts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 Workers' Compensation and Other Insurance

Consultant certifies that it is in compliance with all insurance requirements specified in Exhibit D1.

Further, the Consultant certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Consultant'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.

13 Publicity and Endorsement

13.1 ***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.

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

14 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.

15 Payment to Subcontractors

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 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.

17 Termination

17.1 ***Termination by the State.*** The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 ***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 covered here. Termination must be by written or fax 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 funds are available. The State will not be assessed any penalty if the master contract or work order 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 within a reasonable time of the State's receiving that notice.

18 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.

19 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.

20 Schedule of Exhibits

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

Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Qualifications
Exhibit D1: State Insurance Requirements
Exhibit E: Affirmative Action Certification
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

Document Signature Details -- External User

Order	Ext. User	Status	Actual Singer	Name	Title	Date/Time
1	VN0000210053_1	Signed	VN0000210053_1	CHARLES TYE	EXTERNAL	04/01/2019 at 08:13 AM

Document Signature Details -- Internal Users

Order	Type	Role/User	Status	Actual Signer	Name	Title	Date/Time
1	User ID	00701468	Signed	00701468	Julie C. Ouradnik	Accounting Tech	April 01, 2019 at 09:41 AM
2	User ID	00831050	Signed	00831050	Wayne J Waslaski	Senior Director	April 01, 2019 at 09:43 AM
3	Role	M_FS_WF_SC_DOC_SIGNER_03	Signed	01131551	Sara E Freedland	MMD P/T Dept of Admin Signer	April 01, 2019 at 03:09 PM

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 _____("Consultant"). 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 Minn. Stat. § 16C.05, subd. 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.

 # 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.

 # 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.

SIGNATURES AS REQUIRED BY THE STATE.

Exhibit B

Ångstrom Analytical, Inc.

5001 Cedar Lake Road S.
St. Louis Park, MN 55416
Office: (952) 252-0405
Fax: (952) 252-0407

2019 HOURLY FEE SCHEDULE:

Master Contract Hazardous Material Remediation Designers.

State of Minnesota Master Professional / Technical Services Contract

SWIFT Event I.D. 2000009210

Hourly rates for MN Licensed Lead, Asbestos, Mold and HVAC Cleaning Project Designers @

$108.00 per hour.

Clerical @

$65.00 per hour

In the event that reimbursable expenses are allowed, they will be in no greater amount that provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget.

Sub Consultant costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times responder's cost.

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

Provide State's project number, project name, and location of the project for which this form is being submitted.

a. Project Name (from RFP): Professional Services of Asbestos and Other Hazardous Material Remediation Designers.

b. SWIFT Event ID: 2000009210

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 Legal Name & Address (include 9 digit zip code):Angstrom Analytical, Inc., 5001 Cedar Lake Road South, St. Louis Park, MN 55416-1618

b. County of responder's location: Hennepin

c. Responder's State Vendor Number: 0000210053

d. Date firm was established: 1993

- DATE FIRM STARTED TO PROVIDE ASBESTOS REMEDIATION DESIGN SERVICES: 1993
- % OF RESPONDER'S TOTAL BUSINESS FOR EACH OF THE FOLLOWING REMEDIATION DESIGN SERVICES:
  - ASBESTOS REMEDIATION DESIGN: 55 %
  - MOLD REMEDIATION DESIGN: 10 %
  - DUCT CLEANING DESIGN: 10 %
  - LEAD REMEDIATION DESIGN: 15 %

- OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN: 10 %

e. Name, title & telephone number person signing proposal (see section 10.0): Charles Tye, President. (612) 865 2020

f. Responder's (contact) telephone number: (612) 865 2020

g. Responder's Fax Number: (952) 252 0407

h. Responder's Email Address: CTyeAng@aol.com

3.0 Responding Firms Interest and Availability

Responder'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 very interested in continuing our State of MN "M" - Contract relationship that we have had for the last 25 years.

b. Responder's statement on availability to start work promptly upon execution of contract and to promptly deliver services: We have read and understood this Design RFP and are willing and able to respond to what is essentially emergency response actions.

4.0 Subconsultants Proposed for this Project

If Responder intends to use outside (as opposed to in-house) consultants, provide name(s) and address(es) of all such firm(s) and name of principal person(s), as well as the particular areas of technical/professional expertise, as it relates to this project. Previous working relationships should be noted. Fill out below for each subconsultant proposed for this project. Add additional pages if necessary.

Firm name & address	Name of Person Assigned to Project and Specialty for this Project, Registration Number, if applicable (Structural, HVAC, Plumbing, Electrical, Fire Protection, Telecommunications, Environmental Etc.)	Has firm worked with responder before? (yes or no)
None.		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐
		Yes ☐ No ☐

5.0 List the name of at least one employee who has a current license issued by Minnesota Department of Health (MDH) to perform asbestos remediation design services. Charles Tye. MDH AD395

6.0 Responder's primary business is asbestos remediation design and/or other hazardous materials: Yes ☒ No ☐

6a. Responder has attached a certified financial statement that provides evidence that the Responder's primary business is at least 51% asbestos remediation design services. Primary business means 51% of business is asbestos remediation design services. (Asbestos Remediation designers employed by asbestos and/or other hazardous material abatement contractors or who work primarily for such contractors are not eligible to respond to this RFP.) Yes ☐ No ☐

OR

6b. In lieu of certified financial statements, a notarized letter signed by an officer of the company is acceptable and is attached. The letter must indicate that a minimum of 51% of the company's income is derived from performing asbestos remediation design services and the company will provide financial records to substantiate the percentage should the State of Minnesota request the records. Yes ☒ No ☐

(Responder must be able to answer "Yes" to item 6. And "Yes" to either 6a. or 6b., as this is a pass/fail requirement.)

7.0 Responder is not an asbestos remediation designer employed by asbestos and/or other hazardous material abatement contractors or who works primarily for such contractors: Yes (correct statement) ☒ No (incorrect statement) ☐

(Responder must be able to answer "Yes (Correct statement)" as this is a pass/fail requirement.)

8.0 Qualifications

List project experience for each category listed below. 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.

Complete this section for each employee identified in item 4.0. above. Licensed employees must have completed at least 10 asbestos remediation design projects during the period of January 1, 2015 to December 31, 2018. List completed projects. 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.

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
State of Minnesota, State Capitol Building Repairs, Restoration and Preservation to	Charles Tye	2/18	> $1,000,000	Asbestos Project Design

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
the Minnesota State Capitol Building - Asbestos Abatement Project Design Gordon Christofferson (RECS) or Susan Jones, President, CPMI 612 963 1271 sjones@cpmi.com	Steve Wallinga Kevin Hagen Darrell Potocnik			
Rubel Realty, Pillsbury/ Blaisdell Ave. S. Garage Fireproofing Abatement Project Liz Ekholm, General Manager 612 723 8325 lizekholm@yahoo.com	Charles Tye Jason Knapp Kevin Hagen Steve Wallinga	12/18	$300,000.00	Asbestos Project Design
State of Minnesota, State Office Building Mold Abatement Design after Major Water Intrusion Event. Glen Heino 651 201 2543 glen.heino@state.mn.us	Charles Tye Kevin Hagen Steve Wallinga	8/16	>$150,000	Mold / Moisture Intrusion Project Design & IAQ testing after water flood.
State of Minnesota, Centennial Office Building Asbestos Abatement Design - Water Fountain Project and Emergency Water Leak Responses Wang Vue 651 201 2395 wang.vue@state.mn.us	Charles Tye Kevin Hagen Darrell Potocnik	9/17	$35,000	Cumulative, Small Scale, Short Duration, Rapid Response Asbestos Project Design Services.
State of Minnesota DNR Glenwood Fisheries, Office Demolition	Charles Tye Darrell Potocnik	12/16	$68,000	Asbestos Project Design

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
and Shop Building Renovation Asbestos Project design Barry Lyons 218 308 2657 barry.lyons@state.mn.us	Steve Wallinga			
Sunny Hollow Montessori, St. Paul, MN. Life Services Upgrade and Expansion Program Renee Rudolph 651 690 2307 reneel@sunnyhollow.org	Charles Tye Kevin Hagen Jason Knapp	12/18	$148,000	Asbestos and Other Hazardous Materials (Hg) Project Design
State of Minnesota, State Capitol Building Repairs, Restoration and Preservation to the Minnesota State Capitol Building Lead Abatement Project Design Susan Jones, President, CPMI 612 963 1271 sjones@cpmi.com	Charles Tye Steve Wallinga Kevin Hagen Darrell Potocnik	2/18	>$1,000,000	Lead Paint Abatement Project Design
State of Minnesota, Minneapolis Veteran's Home Buildings 1, 6, 2 & 10 Project Design - Duct Cleaning Wang Vue wang.vue@state.mn.us 651 201 2395	Charles Tye Kevin Hagen Darrell Potocnik	7/17	>$150,000	Duct Cleaning Project Design
State of Minnesota, DOT Building Project Design Vertical Risers Duct	Charles Tye Kevin Hagen	11/18	$60,000	Duct Cleaning Project Design

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
Cleaning Ben Kitograd 651 201.2383 benjamin.kitograd@state.mn.us	Jason Knapp			
PAK Properties Pioneer Endicott Building Renovation Alissa Gray 612 805 2306 akellogg@pakproperties.net	Charles Tye Jason Knapp Darrell Potocnik Steve Wallinga Kevin Hagen	12/18	$250,000	Asbestos Abatement, Water Intrusion, Mold and Miscellaneous Haz-Mat Project Design

9.0 Resumes of Key Personnel

Provide brief resumes of key personnel expected to participate on this project. Limit resumes 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. Add additional pages if necessary.

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
Charles Tye		Angstrom Analytical	26	8	BSc. Applied Physics, 1983, MS Physics 1996	1988	Asbestos Project Designer, Site Supervisor, Inspector & Management Planner Lead Designer, Risk Assessor NVLAP Lab Assessor (30 years)
Steve Wallinga		Angstrom Analytical	16	10	BA Russian Studies	1992	Asbestos Supervisor, Inspector Lead Risk Assessor
Kevin Hagen		Angstrom Analytical	13	17	U.S. Navy 1989	1989	Asbestos Supervisor, Inspector Lead Risk Assessor
Darrell Potocnik		Angstrom Analytical	21	11		1990	Asbestos Supervisor, Inspector

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
Jason Knapp		Angstrom Analytical	2	6	BS Environmental Science	2011	Asbestos Supervisor, Inspector Lead Risk Assessor

10.0 Approach, Methodology and Work Plan

Describe your understanding of the Project. Responder should include their approach, methodology, work plan including schedule with milestone dates. Discuss the significant issue(s) to be addressed and your specific approach to the planning, design and construction process:

For small scale, short duration projects (<$100,000.00 abatement contractor costs) we will Develop a Project Scope of Work, Drawings (as required) and Contract Work Order(s).

- Conduct a site visit with Abatement Contractor to review the Scope of Work and Work Order, to assure that all parties are in agreement
- Meet with Industrial Hygiene Company, if necessary, to review requirements of project and ascertain cost estimates to be submitted to RECS
- Pre-Construction and Final Inspections
- Approve all Pay Requests
- Submit Final Project Report to RECS Project Manager

For larger scale projects requiring State Bidding Documents, we will use the State's pro-forma specifications and contract documents to augment our site specific scope of work / Asbestos and Other Hazardous Materials Project Design.

11.0 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: Please refer to separate attachment "Exhibit C; Section 11.0".

12.0 Eligibility Requirements

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

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

d. A Certificate of insurance will be provided in accordance with State's Standard Master Contract/Master Contract Work Order, if awarded project Yes ☒ **No** ☐

e. A signed Affidavit of Non-collusion is attached. Yes ☒ **No** ☐

f. A completed and signed Workforce Certificate is included with this proposal, if applicable: Yes ☒ **No** ☐ N/A ☐

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

13.0 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.**

h. Typed name of authorized signor: Charles Tye

i. Typed title of authorized signor: President

j. Authorized signature(signature of person identified in Section 2): ≤≥

k. Date Signed: 3/1/19

l. Registration Number*: MN DOH AD395, AI395, MP395 & AS395.

*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).

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

**provide copy of corporate resolution or by-laws

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

o. MN Tax ID Number:1335121

p. FED Tax ID Number: 41-1763843

q. MN Vendor Number (required for contract): 0000210053

END OF EXHIBIT C

Angstrom Analytical & Environmental Services

5001 Cedar Lake Road * St. Louis Park, MN 55416
952-252-0405 952-252-0407 fax

Angstrom Analytical, Inc. (Angstrom) has been in business for over 28 years as a provider of environmental consulting and analytical laboratory services. In its early years, the company was more oriented towards providing environmental laboratory services to abatement and remediation contractors, than providing on-site monitoring and CM (Contract Management) services. These services were added in 1993. We primarily provide Asbestos, Lead in Paint, Hazardous Material Project Design and Phase I Environmental surveys. We believe that we adhere to strict business ethics in a highly regulated area of commerce. Our company and individuals, as necessary, are all licensed by the Minnesota Department of Health (MNDOH). All of our field based industrial hygienists are Board Approved by the American Industrial Hygiene Assoc. (AIHA), and appear individually on the Asbestos Analyst's Registry, in accordance with the MNDOH regulations. Our in-house lab is also AIHA approved for analyzing bulk asbestos samples and we utilize the analytical services of an AIHA approved lab for lead dust and soil testing. We are also well versed with other potential hazardous materials, commonly found in residential and commercial building settings including mold, duct cleaning, mercury, PCB's, CFC's, other heavy metals and radon. In the 28 years that Angstrom has operated, neither the company, nor any employees or individuals associated with the company have been cited by a regulatory agency. We seek advice from and derive variances from some of the regulations on behalf of our clients regularly. Indeed, we are prepared to list any of the departmental heads of the regulatory agencies, as references for our work. We enjoy a very positive relationship with our regulators. We perform a good deal of work in Federal and State Correctional Institutions, Regional Treatment Centers, and at FAA installations, such as airports. All require high levels of security clearance, background (criminal) history checks, and strict adherence to an institution's particular rules. Our personnel are all very experienced hygienists, all with at least 10 years, some in excess of 30 years of experience.

During our years in business, only three employees have left, one of which was to return to University. We feel that our field hygienists are amongst the most knowledgeable in the environmental consulting and field services business. The average age of our employees is 50, the average employment tenure is over 15 years. We feel that this lack of turnover of employees and the maturity afforded there gives a value-added approach to our clients. The clients can rely on the same individuals for their needs year after year. Some of our clients ask for a specific individual from our staff for their projects. Charles Tye has been involved with committees that draft the Minnesota Statutes relevant to asbestos and lead in paint related activities. Our services are available on a 24x hour, 7 day per week basis and we pride ourselves on being almost instantaneously available to our clients, in the first instance by phone. Our office phone lines are, out of normal business hours, forwarded to one of many cellular phones, so that a live person (a direct employee of the company) always answers and is capable of

responding quickly to a service request, essential to the rapid response required for this contract. I have personally been present at the Centennial Office Building on Halloween and the State Office Building on Christmas Eve after unforeseen pipe bursts have occurred (involving asbestos containing pipe insulation issues) at the most inconvenient of times. We will continue to perform if our "M" Contract is renewed.

Our record archiving and storage is impressive. Being a consulting company, we generate a colossal amount of paperwork. We store originals of all reports, letters and other communications, both electronically on removable hard drives, CD-RW, plus magnetic or optical media and in hard copy format. Records are archived in chronological order and Angstrom's project number for ease of retrieval. Laptop computers, used in the field can be connected to the head office server.

We own and directly control our analytical laboratories. The vast majority of the samples we collect, we analyze at one of our two facility locations. Our in-house laboratory is accredited by the AIHA, in accordance with MNDOH regulations for Polarized Light Microscopy of bulk, wipe and tape samples, to determine the presence of asbestiform minerals. All of our field based industrial hygienists are Board Approved by the AIHA, and appear individually on the Asbestos Analyst's Registry, again in accord with the MNDOH regulations. In the area of lead in paint, soil and water analysis, we again utilize our own in-house laboratory, to ensure quick, accurate and repeatable analytical results. Primarily, field portable XRF instruments are used to determine the lead presence and content in paint. Soil, water, paint chips and dust wipes are analyzed using one or other (or both) of Atomic Absorption Spectrophotometry (AAS) or Inductively Coupled Plasma (ICP). Waste characterizations, used for determining the ultimate fate of the waste stream, via the Toxic Characteristics by Leachate Process or TCLP are also performed. All analyses are provided on a rush, i.e. less than 24 hour turn-around, which when we perform the majority of the analyses ourselves, is a controllable and achievable goal, provided the methodology allows for this time period.

We also perform indoor air quality studies for mold (spore counts) and physical parameters, such as temperature, air flow, relative humidity, carbon dioxide, carbon monoxide, etc. Again, we have the facility to analyze all IAQ related samples in our own facilities. In high-rise buildings we have experience with evaluating and diagnosing problems associated with the HVAC system(s). Once evaluated we recommend various remediation actions including filter modifications, damper adjustments, temperature set-back changes, duct cleaning scenarios, and routine preventative maintenance. We are also well versed with other potential hazardous materials, commonly found in residential building settings. We own and operate a Lumex mercury analyzer which can test for mercury vapors. Angstrom also inventories other hazardous materials such as PCB's, CFC's, and other heavy metals.

Our field oriented Industrial Hygiene Monitoring services, include, using suitably licensed and accredited hygienists, asbestos, lead in paint and UGST remediation projects. Specific licensing disciplines for our hygienists are listed later and copies of some certifications are included in the

green section. Suffice to say that hygienists will only perform testing or project functions that they are duly trained, licensed and accredited to perform.

Angstrom has considerable prior experience in sub-contracting the environmental haz-mat remediation work (after developing a suitable scope of work and specification) to abatement contractors. See references. Angstrom will adhere to any and all MN DOT regulations, Statutory MN Law, Affirmative Action Policies, etc. procurement rules and regulations when soliciting the services of sub-contractors.

Angstrom Analytical, Inc. is uniquely qualified to fulfill the intents of this Request for Proposal:

1) We are not so small as to have little to no reserves of staff, equipment or funding to react to emergencies or to large scale projects. Indeed, we have proven to our client base that we have the personnel, equipment and general resources to take on and complete the most difficult, challenging and large scale projects in the State. Angstrom provided Asbestos Project Design, testing and Industrial Hygiene Air and Compliance Monitoring services for the U.S. Dept. of the Army through its operating contractor Federal Cartridge, Inc. at the Twin Cities Army Ammunition Plant from 1994 to 1997 and 2014 to 2018 at the largest asbestos abatement project /site in the State of Minnesota. Five asbestos abatement contractors were used to abate literally hundreds of buildings in preparation for their demolition. Asbestos abatement costs alone exceeded $10,000,000.00. Our fees exceeded $500,000.00, with involvement by approx. 8 of our field personnel. This is one of two Federal Super-Fund Sites in Minnesota.

2) We are also not a large business concern, dominant in our field of expertise. We are therefore able to respond quickly, without the hindrance of layers of management decision making. Commitments of time, effort and finances are made quickly and decisively. We are certainly not an impersonal large corporate machine.

3) Our personnel are all certified in their relevant environmentally associated disciplines by the MN Dept. of Health and recognized through the AIHA, as appropriate and our field personnel are college graduates, the principals of the company hold advanced degrees in scientific backgrounds.

Key Individuals

Main Contact(s):	Charles Tye or Steve Wallinga
Office:	952-252-0405
Fax:	952-252-0407
Email:	ctyeang@aol.com; steve@angstromanalytical.com

Related Experience

Angstrom is currently a Master or "M" contract holder, actively engaged in exactly the same services being solicited by this environmental professional services Asbestos and other Hazardous Materials, Project Designer proposal, for the last 25 years. This is an on-going project where Angstrom Analytical, Inc. provides the Project Design Services during hazardous material abatement projects throughout the state.

State of Minnesota, Department of State Building and Construction
Contact: Mr. Gordon Christoferson 651-296-4651
State Administration Building
50 Sherburne Avenue
St. Paul, MN 55115

Contract Period: On-going since 1992, current period 4/2015 to 4/2019
Contract Amount: $2,000,000.00

Angstrom Analytical, Inc. also performs asbestos and hazardous material Project Design Services for state colleges throughout the state for:

MN State College & Universities

Contact: Mr. Vern Johnson 651-644-8224
Kane & Johnson Architects
2469 University Avenue
St. Paul, MN 55114

Contract Period: current period 1/2018 to 6/2023
Contract Amount: $1,000,000.00

Personnel

Charles Tye, President-Owner
MN licensed Lead Risk Assessor
MN licensed Asbestos Building Inspector/Management Planner
MN licensed Asbestos Project Designer
MN licensed Asbestos Site Supervisor
Niton XRF Certified
Phase I Environmental Surveys

Charles has B.S and M.S. degrees in Physics

Charles has over 30 years experience in the environmental field with experience in environmental contracting and consulting including, working on a lead based paint study when he was president of EnviroNet, Inc. Out of this study came the Dewberry & Davis Standard Specifications for lead in paint abatement that is now the HUD accepted model specification guide. This was the very first wide scale study of its type done in the United States and its possessions.

Steve Wallinga, I.H., Asbestos Supervisor & Inspector, Lead risk Assessor, Mold Assessment
OSHA 10-hour
MN licensed Lead Risk Assessor
MN licensed Asbestos Building Inspector
MN licensed Asbestos Site Supervisor
Niton XRF Certified
Mold Identification & Assessment

Steve has been with Angstrom Analytical, Inc. for fourteen years and has AAS and BA degrees in Computer Network Administration and Russian Studies, respectively.

Steve has over 22 years of experience in the environmental field with most of his experience being in Environmental Contracting. As a contractor he was responsible for managing thousands of residential and small commercial abatement projects. He has completed numerous Lead Based Paint inspections and Asbestos inspections, performed lead in dust sampling and conducted lead risk assessments.

Kevin Hagen, IH, Asbestos Inspector
MN licensed Lead Risk Assessor
MN licensed Asbestos Building Inspector
MN licensed Asbestos Site Supervisor
Niton Certified

Kevin joined our staff twelve years ago. Kevin has over 20 years of experience in the abatement industry, as a contractor. He has successfully managed and performed thousands of asbestos abatement projects. He has completed many Lead Based Paint and Asbestos inspections as well as on-site industrial hygiene monitoring during abatement projects.

Darrell Potocnik, IH, Asbestos Inspector
MN licensed Asbestos Building Inspector
MN licensed Asbestos Site Supervisor

Darrell has over 25 years of experience in the Industrial Hygiene field and has been with Angstrom Analytical, Inc. for over 17 years. He has performed hundreds of asbestos surveys and on site industrial hygiene monitoring projects during hazardous material abatement scenarios.

Angstrom Analytical, Inc.

5001 Cedar Lake Road S.
St. Louis Park, MN 55416
Office: (952) 252-0405
Fax: (952) 252-0407

RECS RFP for Professional Services:
Master Contract Hazardous Material Remediation Designers
SWIFT Event I.D. 2000009210
Exhibit C, 6.0 (6.b) – Notarized Statement by Officer of the Company:

Responder certifies that a minimum of 51% of the company's income is derived from performing asbestos remediation design services and the company can provide financial records to substantiate the percentage should the State of Minnesota request such records.

Certified by:

Charles Tye, President
Angstrom Analytical, Inc.

Notarized by:

2/24/19

TRACY A. POTOCNIK
Notary Public-Minnesota
My Commission Expires Jan 31, 2022

Minnesota Department of Health

Asbestos Contractor License

License Number: AC413 **Issued on: January 9, 2019**

To:

Angstrom Analytical, Inc.
5001 Cedar Lake Rd S
St Louis Park, Minnesota 55416

Responsible Individual: Charles J. Tye

This license is valid from January 10, 2019 to January 9, 2020.

Pursuant to Minnesota Statutes, section 144.99, this license may be suspended or revoked for failure to conduct asbestos-related work in compliance with applicable regulations.

Asbestos-related work must be conducted according to Minnesota Statutes, sections 326.70 to 326.81 and Minnesota Rules, parts 4620.000 to 4620.3724.

Thomas P. Hogan, Director
Environmental Health Division

Certificate No: 5LM11011823PDR

Expiration Date: November 1, 2019

This is to certify that

Charles Tye

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER
REFRESHER TRAINING COURSE

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

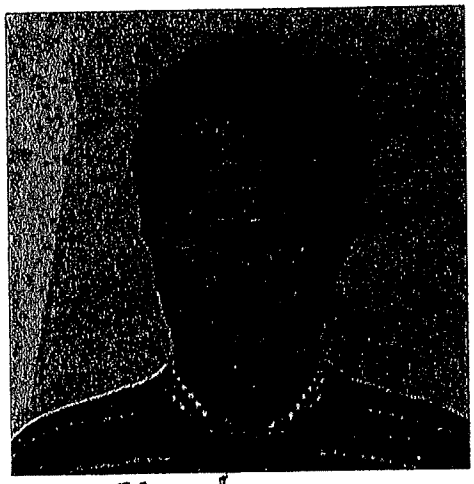
Lake States Environmental, Ltd.

in

White Bear Lake, MN on November 1, 2018
Examination Date: November 1, 2018

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811

Grant J Grassle
Training Instructor



DEPARTMENT OF HEALTH

ASBESTOS PROJECT DESIGNER

Certified by:
State of Minnesota
Department of Health
Expires: 11/01/2019

Charles Tye
4345 N Shore Dr
Orono, MN 55364

Director, Env. Health Div.

No. AD395 Issued: 11/05/2018

Ångstrom Analytical, Inc.

5001 Cedar Lake Road S.
St. Louis Park, MN 55416
Office: (952) 252-0405
Fax: (952) 252-0407

February 24th, 2019

RECS RFP for Professional Services:
Master Contract Hazardous Material Remediation Designers
SWIFT Event I.D. 2000009210
Corporate Resolution / Bylaws

Find attached various communications including Angstrom's Articles of Incorporation, Certificate of Incorporation and receipt from the Secretary of State dated October 1993. Lastly, please find attached Angstrom's "Active and in Good Standing" certificate, listing me as Chief Executive Officer, printed on 2/24/19.

Certified by:

Charles Tye, President and CEO
Angstrom Analytical, Inc.

Notarized by:

2/24/19

TRACY A. POTOCNIK
Notary Public-Minnesota
My Commission Expires Jan 31, 2022

WILLIAM C. PRIBBLE, JR.
ATTORNEY-AT-LAW

October 15, 1993

Mr. Charles Tye
12203 Princeton Ave.
Eden Prairie 55347

Re: Angstrom Analytical

Dear Charles:

I am enclosing copies of the Certificate of Incorporation and Articles of Incorporation. I also am enclosing a copy of the receipt for costs advanced which will appear on your next bill.

It now is appropriate to set up a meeting for us to discuss the incorporating activities, such as by-laws, issuance of stock, etc. Call for an appointment.

Sincerely,

Bill

William C. Pribble, Jr.

WCP:es

enclosures

13100 WAYZATA BOULEVARD, SUITE 120, MINNETONKA, MINNESOTA 55305 (612) 543-0041
FAX (612) 593-1721

State of Minnesota 1494

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Growe, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: ANGSTROM ANALYTICAL, INC.

Corporate Charter Number: 7Z-28

Chapter Formed Under: 302A

This certificate has been issued on 10/06/1993.

Joan Anderson Growe

Secretary of State

72-28

1495

ARTICLES OF INCORPORATION
OF
ANGSTROM ANALYTICAL, INC.

The undersigned, a natural person of full age, for the purpose of forming a corporation under Minnesota Statutes, Chapter 302A, does hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of this corporation shall be ANGSTROM ANALYTICAL, INC.

ARTICLE II
REGISTERED OFFICE

The registered office of this corporation is located at

13100 Wayzata Blvd., Suite 120
Minnetonka, MN 55305

ARTICLE III
INCORPORATOR

The name and address of the incorporator is:

William C. Pribble, Jr.
13100 Wayzata Blvd., Ste. 120
Minnetonka, MN 55305

ARTICLE IV
CAPITAL

The aggregate number of shares of stock which this corporation shall have the authority to issue is 1,000,000 shares at $1.00 par value.

ARTICLE V
CLASSES AND SERIES
OF STOCK

In addition to, and not by the way of limitation of, the powers granted to the Board of Directors by Minnesota Statutes, Chapter 302A, the Board of Directors of this corporation shall have the power and authority to fix by resolution any designation, class, series, voting power, preference, right, qualification, limitation, restriction, dividend, time and price of redemption, and conversion right with respect to any stock of the corporation.

907326

915809

ARTICLE VI
BOARD ACTION
WITHOUT A MEETING

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting by written action signed by a majority of the Board of Directors then in office, except as to those matters which require shareholder approval, in which case the written action shall be signed by all members of the Board of Directors then in office.

ARTICLE VII
CUMULATIVE VOTING

No stockholder of this corporation shall be entitled to any cumulative voting rights.

ARTICLE VIII
PREFERENTIAL RIGHTS

No stockholder of this corporation shall have any preferential, pre-emptive, or other rights of subscription to any shares of any class or series of stock of this corporation allotted or sold or to be allotted or sold whether now or hereafter authorized, or to any obligations or securities convertible into any class or series of stock of this corporation.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 9th day of September, 1993.

INCORPORATOR:

William C. Pribble, Jr.

STATE OF MINNESOTA
ss.
COUNTY OF HENNEPIN

The foregoing was acknowledged before me this 9th day of September, 1993 by William C. Pribble, Jr.

Elizabeth J. Sumpton
Notary Public

ELIZABETH J. SUMPTON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My commission expires 7-16-97

Forms.cor\Art.Ang.Ana

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
OCT - 6 1993
2

Secretary of State

RECEIPT NUMBER 915809

JOAN ANDERSON GROWE
SECRETARY OF STATE
STATE OF MINNESOTA
180 STATE OFFICE BUILDING
100 CONSTITUTION AVE.
ST. PAUL, MINNESOTA 55155-1299
FOR FURTHER INFORMATION CALL:

Information Lines	612/296-2803
Elections	612/296-2805
Refunds	612/296-7076
UCC	612/296-2434

72-28

PAID
9/8/93

SUB TOTAL 135.00
TOTAL 135.00
CHECK 135.00

FOR OFFICE USE ONLY 1,000,000

AA | AN | BK | BT | CU | ~~DC~~ | FC | ELP | LFC | LLC | LP | NP | PA | RLP | RN | SP | ~~TOT~~

[ ] A [ ] C [ ] CN [ ] ND [ ] ID [ ] NH [ ] R [ ] RI [ ] RO [ ] HN [ ] TR [ ] AS

[ ] AD [ ] CA [ ] CO [ ] D [ ] M [ ] OR [ ] RA [ ] RLP [ ] RQ [ ] T [ ] RD [ ] MA

[ ] AM [ ] CL [ ] CS [ ] EL [ ] OT [ ] RD [ ] RN [ ] TMA [ ] WD [ ] AOC [ ] EX [ ] RV

[ ] CD [ ] Legal Newspaper [ ] Auctioneer [ ] Annual Report 135 —

[ ] Other: [ ] Tax

[ ] Print Out ____ [ ] Diskette ____ [ ] Labels ____ [ ] Tape ____ [ ] Postage ____

UCC Filing: [ ] FS [ ] NS [ ] OS [ ] CONT [ ] ASSIGN [ ] AMEND [ ] PR [ ] TERM

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[ ] Listing [ ] Photo Copy [ ] Certified Copy [ ] Certificate

[ ] Additional Fee ____ [ ] Surcharge [ ] Exp. Service [ ] DA

RE: Angstrom Analytical, Inc.

TOTAL FEES 135 —

AMOUNT PAID 135 —

ADDITIONAL FEE DUE
(PLEASE PUT RECEIPT NUMBER LOCATED AT TOP OF THIS FORM ON ALL YOUR REMITTANCES)

REFUND
(STATE FEES WILL NOT BE REFUNDED PURSUANT TO M.S. 16A.99)

OFFICE REFERENCE NUMBER

DATE FILED 10/6/93

Remitter

William C. Pribble, Jr.
Attorney at Law
13100 Wayzata Blvd., Suite 120
Minnetonka, Mn. 55305

SC-00065
Rev 12-92

WHITE: Customer CANARY: Office Filing Copy / Fiscal Operations BLUE: Fiscal Operations

REFUNDS FOR ANY AMOUNT OVER $1.00 WILL BE MAILED WITHIN A FEW WEEKS FROM THE DEPT. OF FINANCE

THANK YOU FOR YOUR BUSINESS!

Business Record Details »

Minnesota Business Name
ANGSTROM ANALYTICAL, INC.

Business Type
Business Corporation (Domestic)

File Number
7Z-28

Filing Date
10/06/1993

Renewal Due Date
12/31/2019

Number of Shares
1,000,000

Chief Executive Officer
Charles Tye
5001 Cedar Lake Rd S.
St Louis Park, MN 55416
USA

MN Statute
302A

Home Jurisdiction
Minnesota

Status
Active / In Good Standing

Registered Office Address
5001 Cedar Lake Rd
St Louis Park, MN 55416
USA

Registered Agent(s)
(Optional) None provided

Principal Executive Office Address
5001 Cedar Lake Rd S.
St Louis Park, MN 55416
USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
	10/06/1993	Original Filing - Business Corporation (Domestic)	
	10/06/1993	Business Corporation (Domestic) Business Name	

(Business Name: ANGSTROM ANALYTICAL, INC.)

	09/18/1996	Registered Office and/or Agent - Business Corporation (Domestic)
	03/04/2003	Registered Office and/or Agent - Business Corporation (Domestic)

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Exhibit D1

PROFESSIONAL/TECHNICAL CONTRACTS

GENERAL INSURANCE REQUIRMENTS

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, to the extent permitted by law

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 [EXCLUDED]**

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): 12/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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
6465 Wayzata Blvd. Ste. 850
Saint Louis Park MN 55426-1749

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ace American Insurance Company	
INSURER B: AmTrust North American Inc	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Angstrom Analytical Inc
5001 Cedar Lake Road South
St Louis Park MN 55416

COVERAGES CERTIFICATE NUMBER: 2018-2019 GL/Auto/UL REVISION NUMBER:

THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Deductible $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			G46844774002	12/08/2018	12/08/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] ComD$1000 [X] ColD$1,000			WPP160125601	12/08/2018	12/08/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 1,000,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G46844816002	12/08/2018	12/08/2019	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
							Follow Form	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability Professional Liability Retro 12/08/2003			G46844774002	12/08/2018	12/08/2019	$1,000,000 $1,000,000 Claims Made	Ded $5,000 Ded $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

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SUPERIOR POINT

Minnesota Workers' Compensation Assigned Risk Plan
Superior Point, contract administrator (NCCI code 12368)
P.O. Box 9403; Minneapolis, MN 55440-9403
Phone (877) 256-1411, Fax (800) 944-1169

Information page

Workers' compensation and employers' liability insurance policy

Policy Number: 107974.801
Renewal of Number: MNAR00000242678

Date of Mailing: 12/17/2018

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

Agent address
Northern Capital Insurance Group
PO Box 9396
Minneapolis, MN 55440-9396

Legal Entity: Corporation

Item 2. Policy period: 12/16/2018 to 12/16/2019 12:01 A.M. STANDARD TIME AT THE INSURED's MAILING ADDRESS

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:

Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
$500,000 each accident	$500,000 policy limit	$500,000 each employee

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:
WC000414 WC220000A WC000419 WC220601D WC000422B WC000424 WC000308 WC000425

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

Exhibit E

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed $100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A –COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA 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 MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

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

☐ Attached is our current Workforce Certificate issued by MDHR.

☐ We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

☑ We attest 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.

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

Name of Company: ANGSTROM ANALYTICAL, INC. Date 2/24/19

Authorized Signature: [signature] Telephone number: 612 865 2020

Printed Name and Title: CHARLES TYE Email: CTyeAng@aol.com

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: http://mn.gov/mdhr/ TC Metro: 651-539-1095 Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283

Exhibit F

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.

Organization Name

CHARLES TYE, PRESIDENT

Name and Title of Official Signing for Organization

By: _____

Signature of Official

2/24/19

Date

Rev. 01/16

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: ANGSTROM ANALYTICAL, INC.

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 <insert name> 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 Title: PRESIDENT

Authorized signature: [signature] Date (mm/dd/yyyy): 02/24/2019

Notary Public

Subscribed and sworn to before me this:

24 day of February, 2019

[signature]
Notary Public signature

1/31/22
Commission expires (mm/dd/yyyy)

TRACY A. POTOCNIK
Notary Public-Minnesota
My Commission Expires Jan 31, 2022