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Western Lake Superior Sanitary District

REQUEST FOR PROPOSALS WEBSITE REDESIGN SERVICES WLSSD RFP# 1500

Western Lake Superior Sanitary District (WLSSD) is requesting proposals for Website Redesign Services to be submitted on or before **2pm, local time**, April 8, 2025. The intent of this proposal is to modernize the current website, condense the information provided, ensure ease of navigation, and create a visually pleasing user experience that supports the agency's mission and enhances public engagement.

Proposals must be sealed and clearly marked:
“**WLSSD Website Redesign Services – RFP #1500**”
and addressed to:
Ashley Maxey at ashley.maxey@wlssd.com.

Prices and terms of the proposal as stated must be valid for 60 days after RFP opening date.

WLSSD reserves the right to reject any or all proposals and to select the proposal deemed to be in the best interest of the organization.

1.0 PROJECT TIMELINE

1.1 Project Timeline

Proposals Issued:	Friday, March 7, 2025
Questions Received by:	Friday, March 21, 2025 by 2PM
Responses Posted by:	Wednesday, March 26, 2025
Proposals Due:	Tuesday, April 8, 2025 by 2PM
Agreement Start:	May 1, 2025

1.2 Questions

Questions regarding this proposal will be accepted until **Friday, March 21, 2025 at 2 PM, local time**. Questions must be emailed to Ashley Maxey at ashley.maxey@wlssd.com. Responses will be posted online at <https://wlssd.com/doing-business/bids-proposals/> as additional information by end of day on Wednesday, March 26, 2025.

2.0 BACKGROUND INFORMATION

The Western Lake Superior Sanitary District was created in 1971 by the Minnesota Legislature as a special purpose subdivision of the State to address problems with water pollution and collection and disposal or sewage. In 1974, additional legislation was passed which gave the District the added responsibility of solid waste management. WLSSD provides solid waste management and wastewater treatment services for a 530 square mile region around St. Louis and Carlton Counties. The wastewater facility treats an average flow of 35 MGD. Additionally, WLSSD operates the Materials Recovery Center which serves as a drop off, collection and re-use center for area residents.

3.0 PROJECT OVERVIEW

The WLSSD website was last redesigned in 2015 and has become outdated in terms of design, usability, and information organization. Our objective is to develop a modern, user-friendly website that improves accessibility, reduces complexity, and better serves the needs of our users. The redesigned website should provide a seamless experience for both desktop and mobile users and be built with the latest web technologies and standards.

4.0 OBJECTIVES

WLSSD is seeking a qualified Agency who possess the expertise, capacity and experience to partner with to conduct brand research and update integrated organizational marketing and mission messaging.

4.1 Goals

1. **Modernization of Design:** Update the look and feel of the website to reflect current web design trends and accessibility standards. The design should be clean, professional, and visually engaging, with a focus on creating a positive user experience.
2. **Condensation of Content:** Review and restructure the website's content to make it more concise and focused. Eliminate unnecessary or redundant information while ensuring that the essential content is easy to find and clearly presented.
3. **Ease of Navigation:** Simplify the website's navigation structure to ensure that users can find information quickly and easily. The site should be intuitive and well-organized, with a clear, logical flow.
4. **Mobile Optimization:** Ensure that the website is fully responsive and optimized for mobile devices, providing an equally excellent experience across all screen sizes.
5. **Visually Pleasing Interface:** The site should have an aesthetically pleasing design that aligns with the agency's brand, while also meeting the needs of a diverse audience.
6. **Compliance with Accessibility Standards:** The site must comply with WCAG 2.1 accessibility standards to ensure it is usable by people with disabilities.
7. **Integration with Existing Systems:** The new website should seamlessly integrate with existing backend systems and databases, if applicable, to ensure functionality is preserved.

5.0 SCOPE OF WORK

5.1 Scope of Work

The selected vendor will be responsible for the following tasks:

1. **Discovery and Research:**
 - a. Conduct a thorough review of the current website and gather feedback from stakeholders.
 - b. Analyze website analytics and user behavior to identify areas for improvement.
 - c. Perform a competitive analysis of similar government agency websites to determine best practices.
2. **Website Design and Prototyping:**
 - a. Develop wireframes and design prototypes for the new site.
 - b. Present design concepts and gather feedback from the agency before finalizing the design.
 - c. Ensure the design meets all brand guidelines, accessibility requirements, and user needs.
3. **Development and Implementation:**
 - a. Build the website using modern web technologies, ensuring responsiveness across devices.
 - b. Implement the revised content structure and navigation.
 - c. Integrate necessary third-party tools, platforms, or APIs.
 - d. Conduct user acceptance testing (UAT) to ensure functionality and usability.
4. **Content Migration:**
 - a. Assist with content migration, ensuring all critical data from the current site is moved to the new platform.
 - b. Provide guidance on condensing and streamlining content as needed.
5. **Testing and Quality Assurance:**
 - a. Conduct rigorous testing across different devices and browsers.
 - b. Ensure the website is compliant with all accessibility standards (WCAG 2.1).
 - c. Ensure that the website is secure, with up-to-date practices for web security and data privacy.
6. **Training and Documentation:**
 - a. Provide training for internal staff on how to manage and update the new website.
 - b. Provide comprehensive documentation on the website's architecture, features, and any administrative functions.
7. **Launch and Post-Launch Support:**
 - a. Provide a detailed launch plan and assist with the website's launch.
 - b. Offer post-launch support, including monitoring performance, fixing bugs, and making necessary adjustments.

5.2 Proposal Requirements

All proposals must include the following:

1. **Company Overview:** A brief description of your company, including your experience with similar government website redesign projects.

2. **Approach and Methodology:** A detailed explanation of your approach to the project, including timelines, milestones, and specific deliverables.
3. **Team Members and Roles:** An overview of the key project team members and their relevant experience.
4. **Previous Work Examples:** At least three examples of similar websites you have redesigned, including links to the live sites if possible.
5. **Estimated Budget:** A breakdown of costs, including design, development, testing, and any additional fees (e.g., licensing, training). A listing of project costs by phase, including planning, development, and implementation. Hourly rate for ongoing maintenance also requested.
6. **Timeline:** A proposed timeline for the project, including key milestones and a target completion date.
7. **References:** At least two references from previous clients with similar projects.

5.3 Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Demonstrated experience in redesigning government or large organizational websites
- Proposed approach and understanding of the project requirements
- The quality and creativity of past work and design samples
- Timeline and ability to meet project deadlines
- Budget and cost-effectiveness.
- Ability to meet accessibility and compliance standards
- References and past client satisfaction

EVALUATION CRITERIA	POINTS
<i>Creative/Technical</i>	
1. The respondent understands the project scope and goals.	10
2. The respondent has experience in developing websites of similar size, scope and complexity.	20
3. The respondent has the resources and capacity to accomplish project objectives.	20
4. References provided by the respondent indicate customer satisfaction with process and final product.	15
5. Referenced websites are attractive, navigable and achieve assumed objectives.	15
6. The respondent has experience developing public information materials for government or nonprofit organizations.	5
7. The respondent demonstrates stability and continued availability for maintenance needs.	5
<i>Price</i>	
8. Actual Costs Proposed (Prices will be scored on a scale)	15
9. The respondent has listed project costs in a clear manner	5
10. The respondent clearly communicates billing and payment procedures.	5
11. The respondent includes hourly rates for future maintenance work.	5

Cost will be the deciding factor only when competing proposals are judged to be of equal merit. The District reserves the right to award contracts to other than the lowest cost respondent. The District reserves the right not to award the contract.

Finalists may be asked to make a brief presentation to WLSSD staff members.

6.0 PROPOSAL FORM SUBMISSION

WLSSD is seeking proposals for this project and may be subject to further negotiation once all proposals are submitted and reviewed. WLSSD reserves the right to negotiate the proposals, and to accept the proposal deemed to be in the best interest of the organization. In order to facilitate the review and evaluation of the proposals received, all submittals shall be organized according to the following outline format.

6.1 Submission of Proposal

Proposals for WLSSD Website Redesign Services will be received by the Western Lake Superior Sanitary District (WLSSD) until the CLOSING time of 2PM, April 8, 2025. Proposals received after that time will be returned unopened.

Proposals must be sealed and clearly marked: “**WLSSD Website Redesign Services – RFP #1500**” and addressed to: Ashley Maxey at ashley.maxey@wlssd.com.

Prices and terms of the proposal as stated must be valid for 60 days after RFP opening date.

The award will consist of execution of an agreement between the successful contractor and WLSSD. Please contact Ashley Maxey at 218-740-4794 or ashley.maxey@wlssd.com if you have any questions or comments.

6.2 Disposition of Resources

All materials submitted in response to this Request for Proposal will become the property of WLSSD and will become public record after the evaluation process is completed and an award decision is made. If the respondent submits information in response to this Request for Proposal that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, MN Stat. 13.37, the respondent must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the WLSSD, its agents and employees, from any judgments or damages awarded against the WLSSD in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the WLSSD’s award of a contract. In submitting a response to this Request for Proposal, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the WLSSD. The WLSSD is required to keep all the basic documents related to its contracts, including responses to Request for Proposals for a minimum of seven years.

6.3 Evaluation of the Proposals

WLSSD staff will evaluate all proposals received by the deadline.

Materials: No proposals or materials will be returned to the submitting Respondent. If a submitting Respondent chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. The District will keep such information confidential to the extent permitted by law.

Costs. All costs that each Respondent incurs in preparing and submitting its proposal are the sole responsibility of the Vendor(s) and shall in no event be paid or reimbursed by the District.

Reservation of Rights. The District reserves the right to reject any or all proposals, waive formalities, technical requirements and/or deficiencies and irregularities, or solicit new submittals, if such actions are deemed in the best interest of the District. The District is also not obligated to execute any Agreement for the services described in this RFP. Any decision by the District shall be considered final.

Compliance with Laws. Respondents shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including but not limited to the District and federal, state, and local governments that are applicable to or in any manner may affect the services performed under the Agreement and any future amendments to the Agreement.

6.4 Project Completion Date

The website redesign and implementation is to be completed by October 31, 2025.

Expected Deliverables include meeting with WLSSD staff, producing mock-ups and style sheets, integrating text and training WLSSD staff to update website.

Detailed work schedule and deliverables will be determined in contract awarded to the selected Respondent.

6.5 Notification

The WLSSD staff intends to select the contractor and notify all responders not later than May 1, 2025.

This Request for Proposals may be modified or withdrawn at the discretion of the Executive Director of the Western Lake Superior Sanitary District.

6.6 Proposal Form

The undersigned has read and understands the proposals general terms and conditions and can provide these services to the WLSSD at the following rates stated herein. Vendor certifies that the organization listed below can complete all duties specified within the RFP and all terms and conditions satisfactorily and pursuant to federal, state, and local regulations. Note any exceptions or alternatives.

This Proposal Form must be returned to WLSSD with the proposal documents. Proposals must be sealed and clearly marked: “**WLSSD Website Redesign Services – RFP #1500**” and addressed to: Ashley Maxey at ashley.maxey@wlssd.com.

Name of Company _____

Street Address _____

City/Zip _____

Phone _____

Email _____

Name and Title _____

Authorized Signature _____

Date _____

Phone Number _____

7.0 SAMPLE AGREEMENT



**WLSSD WEBSITE
REDESIGN SERVICE
AGREEMENT**

Clear Answers for Clean Water™

This AGREEMENT (“Agreement”) is made as of **May 1, 2025** by and between **Western Lake Superior Sanitary District** (“District”) and **Vendor** (“Vendor”), which agree as follows:

Agreement Name: WLSSD Website Redesign Services

The scope of the work: To be finalized after proposal acceptance.

Schedule

Start: Agreement commencing on May 1, 2025

End: TBD

Purchase Order: _____

All services shall be performed in accordance with the WLSSD General Terms and Conditions, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement.

Attachments: Professional Services Agreement Terms and Conditions

In witness whereof, District and Contractor have hereunto set their hands as of the day and year first above written.

Western Lake Superior Sanitary District (“Vendor”)

By _____ By _____

2626 Courtland Street
Duluth, MN 55806

Date: _____

Date: _____

**WLSSD PROFESSIONAL SERVICES AGREEMENT
(Technical)
TERMS AND CONDITIONS
January 2023 Version**

The following terms and conditions will apply to this Agreement

1. Definitions. As used in this Agreement, “Buyer” means the Western Lake Superior Sanitary District. “Vendor” means the individual, company, or organization from whom the services are ordered. “Work” means all authorized professional services, including but not limited to technical services and consulting, to be provided under this Agreement. “Deliverables” shall mean the studies, reports, sketches, drawings, maps, models, photographs, audio/video tapes, computer programs/models, electronic media, specifications, cost estimates, field data, test data, and other tangible documents identified in the attached exhibits to be provided by the Vendor under this Agreement.

2. Agreement Authority; Applicable Terms. The Vendor’s copy of this Agreement, when properly signed by Buyer and Vendor, is recognized by the Buyer as authority for commencing performance of the Work, supersedes all previous communications and negotiations except as specifically incorporated in this Agreement, and constitutes the entire agreement between the parties. No terms stated by the Vendor in accepting or acknowledging this Agreement shall be binding on the Buyer unless accepted in writing by the Buyer. Commencement of performance of the Work by the Vendor in the absence of the Buyer’s agreement to the Vendor’s proposed terms will constitute the Vendor’s acceptance of the terms of this Agreement and any terms or documents incorporated in this Agreement by reference. This Agreement is subject to any special specifications, terms or conditions accompanying or incorporated by reference in this Agreement by the Buyer. The terms of this Agreement may only be changed by mutual written agreement of the parties.

3. Completion of Work; Payment. The Work, including delivery of all Deliverables to Buyer, must be completed no later than the completion date specified in this Agreement. Unless the Buyer agrees otherwise, services on the Buyer’s property must be provided between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

The Vendor shall submit a monthly invoice containing the Purchase Order Number assigned to this Agreement, Vendor’s estimate of payment due and owing based on the percentage completion of the Work during the billing period along with a status report of services rendered including; tasks, personnel, hourly rates, hours worked on tasks, reimbursable expenses along with supporting information, including receipts. On verification and acceptance by the Buyer, the Buyer will pay Vendor the invoiced amount. Upon completion of the Work, the Vendor shall submit a final invoice and request for payment of the amounts then owing. The Buyer will pay this final invoice upon the Buyer’s approval and acknowledgement of satisfactory completion of the Work. Vendor shall submit an invoice by the second day of each month, including costs incurred through the end of the previous month. Invoices should be submitted electronically to apinvoices@wlssd.com and copied to the Buyer’s project contact. Vendor will not receive payment for Work found by the Buyer to be not in compliance with this Agreement, or performed in violation of federal, state or local law, ordinance, rule or regulation, directive or Buyer’s policies.

4. General Terms. The Vendor will supervise and be solely responsible for all aspects of the Work. Unless the Buyer agrees otherwise, the Vendor will provide and pay for all labor, materials, parts, equipment, tools, machinery, transportation, and other facilities necessary for completion of the Work. The Vendor shall be responsible for the satisfactory performance of all its employees and subconsultants performing the Work. Persons employed by the Vendor to perform the Work shall not be considered employees of the Buyer for any reason.

The Vendor shall procure and keep current any licenses, permits, or certificates which may be required for the performance of the Work and will obtain and pay for all permits, licenses, and inspections necessary for completion of the Work.

All reports, data, materials, information, and other work products prepared and developed in connection with the provision of services: (a) shall become the property of the Buyer upon receipt of payment from Buyer; (b) shall not

be the subject of an application for copyright by or on behalf of the Vendor, its subconsultants, their agents or employees; and (c) shall not be made available to any other person without the prior written approval of the Buyer.

In the event the Buyer changes or uses any fully or partially completed documents without the Vendor's knowledge or participation or both, the Buyer agrees to release Vendor of responsibility for such changes, and shall indemnify and hold the Vendor harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses on account of any damages or losses to property or persons, including injuries or death, arising out of any unauthorized change or use.

5. Standard of Performance /Care. All services provided hereunder shall be performed in a skilled, professional and non-negligent manner consistent with the skill and care ordinarily provided by a professional in the same profession as Vendor, practicing in the same or similar locality, and who have experience in comparable Work, and in accordance with the applicable professional practices, standards and codes. Vendor represents that its employees have the necessary knowledge, experience, abilities, skills and resources to perform the obligations under this Agreement, and agrees to perform the obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices.

6. Indemnity; Insurance. The Vendor agrees to indemnify, and hold harmless the Buyer from expenses, damages, or claims arising from the performance of the Work under this Agreement by the Vendor, its agents, employees or subconsultants, but only to the extent they are caused by the negligent acts or omissions of the Vendor, its employees, and its subconsultants in the performance of professional services under this Agreement. Nothing in this Agreement shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law. **The Vendor shall procure and maintain insurance sufficient to protect the Buyer against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Vendor or its employees, subconsultants, representatives or agents, and Vendor acknowledges the amount of such insurance may be greater than the minimums specified below.** The Vendor's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Buyer, but rather to reimburse the Buyer for attorney's fees and costs incurred by the Buyer in defending such actions or proceedings brought against the Buyer.

The Vendor shall procure and maintain the following minimum insurance coverage for the term of the Agreement from an insurance company or companies lawfully authorized and licensed to do business in the State of Minnesota. The coverage will insure against injuries to persons or damage to property which may arise out of or result from acts or omissions in performing work under this Agreement by the Vendor or its employees, subconsultants, suppliers, representatives, or agents, and list Buyer, its Board members, agents, employees and servants, as additional insureds under the Commercial General Liability and Business Automobile Liability insurance. Any deductibles or self-insured retentions are the sole responsibility of the Vendor. They must be approved by the Buyer. This insurance shall be written for not less than the limits of liability specified below or as required by law, whichever coverage is greater.

A. Commercial General Liability coverage, written on an occurrence basis, including liability arising from premises, operations, contingent coverage for subconsultants, products-completed operations (if applicable), personal injury and advertising injury, and contractual liability. The coverage shall be primary and non-contributory. The property damage liability shall provide coverage for claims arising out of explosion, collapse and underground damages. The Vendor shall maintain at least the following limits:

- \$2,000,000 Per Occurrence
- \$2,000,000 General Aggregate

B. Business Automobile coverage, written on an occurrence basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased. The Vendor shall maintain the following limits: Automobile Liability with a limit not less than \$1,000,000 Combined Single Limit.

C. Statutory Workers' Compensation and Employers' Liability coverage, including other states coverage and, if applicable, Maritime and/or Longshoremen and Harbor Workers' Act Coverage. The Vendor shall maintain the following limits:

- Workers' Compensation to be as required by applicable statute(s).
- Employers' Liability with a limit not less than \$1,000,000 each per person per accident.

D. Errors and Omissions coverage which will be maintained for three years following Final Completion of the Work, insuring payment of damages for legal liability arising out of the negligent performance of professional services by Vendor for the Buyer if such legal liability is caused by the insured Vendor or of any person or organization for whom the insured Vendor is legally liable. The Vendor shall maintain at least the following limits:

- \$2,000,000 Each Claim/Occurrence
- \$2,000,000 Annual Aggregate

E. Vendor shall maintain sufficient Pollution Liability covering the Vendor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract.

F. Vendor shall maintain an umbrella insurance policy providing coverage in excess of its primary commercial general liability, automobile liability and employer's liability policies in an amount not less than \$1,000,000 per occurrence.

G. Certificates of Insurance with the above specifications shall be filed with the Buyer prior to the commencement of Work showing Vendor complies with the above specifications. Each certificate shall contain the following: Buyer's Project Name, Buyer's Project Number(s), Buyer's Bid or Purchase Order Number, name and address of the insured, and name(s) of additional insured.

H. Insurers shall provide Buyer 30 days advance written notice of cancellation or material alteration of any of the insurance coverage specified herein.

7. Applicable Law; Compliance with Laws and Policies. The laws of the state of Minnesota shall govern this Agreement. In the performance of its obligations pursuant to this Agreement, the Vendor agrees to comply with all applicable provisions of federal, state, and local laws, rules, regulations, directives, and agrees that the most recent of such provisions will govern this Agreement at any particular time. Vendor represents and warrants that its employees have all licenses and permits necessary to conduct their business and perform the obligations under this Agreement.

8. Non-Discrimination. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age.

9. Record-keeping; Audit. The Vendor agrees to keep and maintain during the performance of this Agreement and for a period of six years following, records and files relating to the financial aspects of this Agreement, and further agrees to allow the Buyer or designated federal or state personnel to enter on the Vendor's premises and to inspect, copy and audit the above records, files, and premises.

10. Prompt Payment by Vendor. The Vendor agrees to pay any subconsultants and material suppliers within 10 calendar days of the Vendor's receipt of payment from the Buyer for undisputed services provided by the subconsultant or material supplier. The Vendor shall pay to the subconsultant or material supplier interest at one and one-half percent per month or any part of a month on any undisputed amount not paid on time. On unpaid, undisputed amounts of \$100 or more, minimum monthly interest charge shall be \$10. The Vendor will defend, indemnify, and hold harmless the Buyer for any mechanics' or materialmen's liens that are filed relating to the Work. At the request of the Buyer, the Vendor will deliver to the Buyer a complete release of all liens which may have been filed and/or

complete receipts and waivers of lien rights for all labor, materials, and equipment for which a lien could be filed and the Vendor's sworn statement verifying that all charges for labor and materials have been paid.

11. Conflict of Interest. The Vendor certifies that to the best of its knowledge no officer or employee of the Buyer has any pecuniary interest in the business of the Vendor and that no person or organization associated with the Vendor has any interest that would conflict in any manner or degree with the provision of services under this Agreement.

12. Workers Compensation; Tax Withholding. In accordance with Minnesota Statutes, section 176.182, Vendor represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it and all its subconsultants or material suppliers under this contract are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

13. Termination. The Buyer may terminate this Agreement at any time and for any reason by giving Vendor thirty days written notice of the termination. In such event, all Work completed by Vendor shall become the property of Buyer, and Vendor shall be entitled to compensation for all authorized Work satisfactorily completed under this Agreement prior to the date of termination.

14. Data Practices. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to the Vendor by the Buyer pursuant to this Agreement, the Vendor will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the "Minnesota Government Data Practices Act"), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this Agreement, then: a) all of the data created, collected, received, stored, used, maintained, or disseminated by the Vendor in performing this Agreement are subject to the requirements of the Minnesota Government Data Practices Act; b) the Vendor must comply with those requirements as if it were a government entity; and c) the remedies in Minnesota Statutes, section 13.08 apply to the Vendor. In the event the Vendor receives a request to release data referred to in this section, the Vendor must immediately notify the Buyer. The Buyer will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

15. Assignment. The Vendor shall perform with its own organization all the work provided for under this Agreement and shall not assign, subcontract, sublet, or transfer any of the work without receiving the express written consent of the Buyer.

16. Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the Vendor under this Agreement shall be performed: a) by persons or subconsultants licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes, sections 326.70 to 326.81; and b) in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity. Prior to commencing any such work, the Vendor shall provide to the Buyer copies of currently valid licenses or certificates (for all the types of asbestos related work or asbestos management activities to be carried out under this Agreement) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

17. Safety. The Vendor is responsible for safety of its employees at the jobsite. At a minimum, the Vendor and its employees shall comply with applicable Occupational Safety and Health Administration (OSHA) Regulations. Vendor must provide Personal Protective Equipment to its employees. Each employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities, and avoiding actions and conditions that may result in an injury.

Prior to Work being commenced by Vendor on any property of Buyer, Vendor's employees performing such Work must attend on site safety training conducted by Buyer staff to familiarize Vendor's employees with Buyer's safety policies and requirements.

Smoking is prohibited on Buyer's property. Vendor shall be responsible for providing employees who are not using or under the influence of intoxicants including alcohol, marijuana, cannabis, or hemp or using, distributing or possessing controlled substances in violation of the law during the performance of this Agreement on any Buyer

jobsite. Vendor agrees to advise its employees that using or possessing intoxicants or controlled substances in violation of the law will not be tolerated on any Buyer jobsite.

18. Owner's Social Media Policy. Vendor, its employees, agents and subcontractors shall not post on social media any pictures taken on Owner's property, including pictures of the Owner's facilities or employees, or post any disparaging remarks or comments about Owner or Owner's project. Vendor shall notify its employees, agents and subcontractors of this contract requirement and enforce compliance with this requirement. If Vendor becomes aware of any posting in violation of this provision, Vendor immediately notify Owner and shall promptly act to have the posting removed.