# STATE OF MINNESOTA (REV 01/18/2018)

**Professional and Technical Services MASTER CONTRACT Contract --Encumbrance Form (For State Use Only)**

| | | |
|---|---|---|
| **RECS Project ID.:** N/A | **State Project Mgr.:** Eric Radel | **Contracts Specialist:** Samantha Hicks |
| | | **RFP Event ID (if applicable)** 2-14586 |
| **Project Name/ Location:** Construction Audit Master Contract | | |

| | | |
|---|---|---|
| Total Amount of Contract: **N/A** | Amount of Contract First FY: | Vendor Number: **0001176056** |
| Category Code: **84111600** | Category Code: | Category Code: |
| Account: | Account: | Account: |
| Amount: **N/A** | Amount: **$0 for enc (Note to PM: see Para. 4.1)** | 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: Activity: | Project ID: Activity: | Project ID: Activity: |
| Amount: **N/A** | Amount: | Amount: |

SWIFT Contract: **299046/T#2402A** and SWIFT Order: _____
Number/Date/Entry Initials — 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]*

**Contractor Name:** **Midwest Audit, LLC**
Address: **759 W Meryls Ct.**
**Palatine, IL 60074-1053**

**Contact Person:** **Kishor Desai**
**Phone:** **224.477.6386**
**Email:** solutions@midwestauditors.com

**Master Contract Execution Date:** 11/05/2026

**Master Contract End Date:** 09/30/2028

[May not exceed 5 years per Minn. Stat. § 16C.06 Subd. 3b(b)]

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.

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# State of Minnesota Professional and Technical Services Master Contract

SWIFT Contract No.: 00000000000000000000299046
Master Contract T-Number: 2402A

This Master Contract is between the State of Minnesota, acting through its **Commissioner of Administration** ("State") and **Midwest Audit, LLC,** whose designated business address is **759 W Meryls Ct., Palatine, IL 60074-1053** ("Contractor"). State and Contractor may be referred to jointly as "Parties."

## Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of **Construction Auditing Services;**
3. State issued a solicitation identified as Construction Auditing Services, on **July 18, 2023** for **Construction auditing services including but not limited to auditing of construction costs for work done under the Construction Manager at Risk project delivery method**. Continuously Open RFP ("Solicitation");
4. Consultant provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
5. The Consultant 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.
6. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

## Master Contract

**1. Term of Master Contract**

1.1 ***Effective Date*:** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **The Consultant must not accept work under this Master Contract until this Master Contract is fully executed and the Consultant 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*: September 30, 2028.**

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

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**2. Scope of Work**

The Consultant, 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.

The goals of the project audit are:

- Cost management
- Risk identification and management
- Financial control
- Identify and minimize overcharges on the project
- Reduce litigation risk through better project control and information

**A. Contract Compliance Audit:**

1. Test and monitor controls per the base contract, the State's General Conditions, and any applicable amendments.
2. Review payment applications.
3. Test for contract compliance
4. Test and evaluate change orders
5. Identify potential overcharges and recommend action to the Owner
6. Recommend control improvements during the audit process
7. Visit the site at least every three months during periods of major activity.

**B. Contract Compliance Audit services should include but are not limited to:**

1. Verification of all project costs incurred by the contractor, including proper payroll, overhead, and administrative costs.
    - Craft & Staff Labor hours, wages and / or stipulated rates charged to the construction project (including compliance with Davis-Bacon Act prevailing wage laws).
    - Labor Burden costs such as employee benefits, Federal & State Unemployment Insurance, workers' compensation, and other labor burden cost elements charged to the project.
    - Materials & Equipment costs charged to the project.
    - Subcontractors' costs charged to the project.
    - Contractor Owned Equipment Rentals charged to the project.
    - Small Tools and other construction costs charged to the project.
    - General Liability and other insurance costs charged to the project.
    - Home Office Overhead costs charged to the project.
    - Fees and mark-ups of any kind charged to the project.
    - Bond expenses
2. Verification of proper sales and use tax charges.
3. Verification of proper math and methods used by the contractor to develop the final billing, including proper credits for discounts or refundable deposits.
4. Verification that proper bidding procedures were followed for subcontractors.
5. Reconciliation of all alternates and allowances.
6. Verification that all costs charged to the job were incurred for this job and that any unused materials or tools are properly credited to the owner.
7. Reconciliation of the "guaranteed maximum" and "savings that accrue to the Owner" per the contract.
8. Verification of all change order costs to confirm that:

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- None are base scope-related;
- All change order calculations are applied accurately per the terms of the contract
- When appropriate, calculations are based upon actual costs, not "estimates".

9. Verification of proper contingency use and documentation per the contract
10. Final project cost reconciliation.
11. Support during negation for adjustments based on audit findings.
12. Review of financial reports submitted by the CM.

**C. Project Close-Out Audit:**

1. Determine if obligations to subcontractors and suppliers have been satisfied
2. Review back-charges and buy-outs
3. Identify potential overcharges and recommend action to the Owner
4. Reconcile final billing and verify final billing accuracy
5. Provide final report to the owner with any recommendations for action

**D. Special Tasks**

1. Tasks that utilize the special skills and experience of the construction auditor. This may include, but are not limited to:
    - Review of specific construction cost proposals (Supplemental Agreements). May be a part of a project that otherwise is not being reviewed by construction auditor.
    - Review of construction contracts and cost control procedures for the purpose of refining or special tailoring of requirements so as to facilitate auditing and construction cost control after those documents are put into use.
    - Review of any other costs charged by a contractor or vendor.
    - Assistance with negotiations over proposed costs.

**E. Other related services**

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

**3. Representations and Warranties**

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Consultant warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Consultant's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Consultant warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Consultant to its terms.

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**4. Time**

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

**5. Consideration and Payment**

***5.1 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 **$2,000,000.00**. 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 the execution date** of this Agreement. However, hourly rates may not exceed a **3%** increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

***Travel Expenses.*** There 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 "*Nonrepresented Employees Compensation Plan*" which is incorporated in the contract by reference. A copy of the *Nonrepresented Employees Compensation Plan* is available at: https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp.

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.

***5.2 Payment***

5.2.1 ***Invoices.*** The State will promptly pay the Consultant after the Consultant 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.

5.2.2 **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 Consultant has satisfactorily fulfilled all the terms of the work order contract.

**6. Conditions of Payment.**

All services provided by the Consultant 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 Consultant will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**7. Authorized Representatives and Project Managers**

The State's Authorized Representative for this master contract is Samantha Hicks, Contracts Specialist, 651.201.2389 or Eric Radel, Division Director, 651.201.2380 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.

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The Consultant's Authorized Representative is **Kishor Desai, 224.477.6386**. 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.

**8. Assignment, Amendments, Waiver, and Contract Complete**

***8.1 Assignment.*** The Consultant 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.

***8.2 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.

***8.3 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.

***8.4 Contract Complete.*** This master contract and any work order contract contain all negotiations and agreements between the State and the Consultant. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

**9. Termination**

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

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

**9.3 Termination for Insufficient Funding**. The State may immediately terminate this Master Contract and any Work Order Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Consultant. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the ***Consultant*** notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

**10. Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable

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control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

**11. Indemnification**

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

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

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

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

**12. 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.

**13. Government Data Practices and Intellectual Property**

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

If the Consultant receives a request to release the data referred to in this clause, the Consultant must immediately notify and consult with the State's Authorized Representative as to how the Consultant should respond to the request. The Consultant's response to the request shall comply with applicable law.

**14. Foreign Outsourcing of Work Prohibited.**

All services under this Master Contract and any Work Order Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subconsultants.

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**15. Payment to Subconsultants**

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

**16. Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Consultant 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 Consultant to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

**17. Government Data Practices.**

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

**18. Intellectual Property Rights**.

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

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

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

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

**18.2 Ownership**. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Master Contract and any Work Order Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Consultant upon completion or cancellation of this Master Contract and any Work Order Contract. To the extent possible, those Works eligible for copyright protection under

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the United States Copyright Act will be deemed to be "works made for hire." The Consultant assigns all right, title, and interest it may have in the Works and the Documents to the State. The Consultant 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.

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

**18.4 Obligations.**

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

18.4.2 Representation. The Consultant 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 Consultant nor its employees, agents, or subConsultants retain any interest in and to the Works and Documents. The Consultant represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

18.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Consultant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Consultant'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 Consultant 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 Consultant's or the State's opinion is likely to arise, the Consultant 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.

**19. Copyright.**

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

**20. State Audits**

Under Minnesota Statute§ 16C.05, subdivision 5, the Consultant'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.

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

**22. Non-discrimination (in accordance with Minn. Stat. § 181.59).**
The Consultant will comply with the provisions of Minn. Stat. § 181.59.

**23. Affirmative Action Requirements**
The State intends to carry out its responsibility for requiring affirmative action by its Consultants.

***23.1 Covered Contracts and Consultants***. If the Contract exceeds $100,000 and the Consultant 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 Consultant must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A Consultant 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.

***23.2 Minnesota Statute § 363A.36.*** Minnesota Statute § 363A.36 requires the Consultant 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.

***23.3 Minnesota Rule Parts 5000.3400-5000.3600.***

*23.3.1 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 Consultant'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.

*23.3.2 Disabled Workers*. The Consultant must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

23.3.2.1 The Consultant 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 Consultant 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.

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23.3.2.2 The Consultant agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.2.3 In the event of the Consultant'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.

23.3.2.4 The Consultant 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 Consultant'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.

23.3.2.5 The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant 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.

*23.3.3 Consequences*. The consequences for the Consultant'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.

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

**24. 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.

**25. Publicity and Endorsement**

***25.1 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 Consultant individually or jointly with others, or any subconsultants, with respect to the program, publications, or services provided resulting from a work order contract.

***25.2 Endorsement***. The Consultant must not claim that the State endorses its products or services.

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**26. E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of $50,000, Consultant certifies that as of the date of services performed on behalf of the State, Consultant and all its subconsultants 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. Consultant is responsible for collecting all subconsultant certifications and may do so utilizing the E-Verify Subconsultant Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subconsultant certifications must be kept on file with Consultant and made available to the State upon request.

**27. 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: Consultant 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.

**28. Schedule of Exhibits**

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

Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Qualifications
Exhibit D:
1. State Insurance Requirements
2. Consultant Certificate of Insurance

Exhibit E: Workforce and Equal Pay Declaration
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

Distribution:
Consultant
Agency
State's Authorized Representative

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**State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Julie C. Ouradnik

Signature: DocuSigned by: Julie C Ouradnik 9417904E36A0440...

Title: Accounting Technician Date: November 4, 2026

SWIFT Contract No. 299046/T#2402A

**Real Estate and Construction**

*With delegated authority*

Print Name: Eric Radel

Signature: DocuSigned by: Eric Radel 6B7A6FF4AA564AB...

Title: Construction Ops Mgr Date: November 4, 2026

**Midwest Audit, LLC**

*The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Kishor Desai

Signature: Signed by: Kishor Desai DAB1A5AB034B47F...

Title: Principal Date: November 3, 2026

**Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: Aaron Cotter

Signature: Signed by: Aaron Cotter A79FBA85CD37468...

Title: Contracts Specialist Date: November 4, 2026

Admin ID:

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Exhibit A

# State of Minnesota Professional and Technical Services Work Order Contract

SWIFT Contract Number:_____
Master Contract T-Number:_____

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of Administration, **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155** ("State") and [Contractor] whose designated business address is [Contractor's business address] ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number [####], SWIFT Contract Number [####], and is subject to all provisions of the Master Contract which is incorporated by reference.

**Contract**

1. **Term of Contract**
   1.1 **Effective date.** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. **The Contractor must not being work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin work.**

   1.2 **Expiration date.** [Spell out full date (e.g., March 31, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **CONSULTANT's Duties**

The CONSULTANT shall perform all duties described in this Contract to the satisfaction of the State.

The CONSULTANT, who is not a state employee, will perform [FILL IN BRIEF DESCRIPTION OF CONSULTANT DUTIES], including the duties identified in attached Exhibit [A], dated [Month Day, Year], which is incorporated by reference and made a part of this Work Order. No terms and conditions of the CONSULTANT's proposal will be construed to modify, diminish or derogate the terms and conditions of this Work Order.

3. **Consideration and Payment**
   3.1 Consideration. The State will pay for all services performed by the CONSULTANT under this work order contract as follows:

   3.1.1 **Compensation**. Compensation in an amount not to exceed [## CONSULTANT FEE], as provided in attached Exhibit [A], dated [Month Day, Year] which is incorporated by reference and made a part of this Work Order and in accordance with Master Contract No. [Master Contract T-Number [####], SWIFT Contract Number [####]], fee schedule on file with the STATE.

   3.1.2 **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 $[##]. In the event these expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Nonrepresented Employees Compensation Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract



SAMPLE

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by reference. A copy of the Nonrepresented Employees Compensation Plan is available on the Web at: https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp . 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.

3.1.3 **Total Obligation**. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed $[##]. [This must be the combined total of compensation and travel expenses, if applicable.]

3.2 **Invoices**. The State will promptly pay the CONSULTANT after the CONSULTANT presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced service, pursuant to clause 4.2 of Master Contract [Master Contract T-Number [####], SWIFT Contract Number [####]]. Invoices must be submitted timely and according to the following schedule:

**CONSULTANT shall use the STATE's "Pay Request Form for Consultant" to request payment for services. Pay Request Forms shall identify hours worked, services performed, and detailed information on reimbursable expenses. A Pay Request Form shall be submitted monthly for work completed and shall be marked as a partial or final billing. A copy of the Pay Request Form is available on the Web at: http://mn.gov/admin/business/vendor-info/construction-projects/manuals-guidelines-forms/forms/index.jsp**

4. **Project Managers/Authorized Representative:**
The STATE's Authorized Representative for the purposes of administration of this work order is [name, telephone number]. Such representative shall have final authority for acceptance of CONSULTANT's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted for payment.

The CONSULTANT's Authorized Representative for the purposes of administration of this Work Order is [name, telephone number]. If the CONSULTANT's Project Manager changes at any time during this work order contract, the CONSULTANT must immediately notify the State.

5. If the final product of the contract is a written report, the Consultant must file a copy with the State of Minnesota Legislative Reference Library in accordance with Minnesota Statute 16C.08 Sub. 6. One (1) electronic copy (Word, PDF, URL) to reports@lrl.leg.mn and two (2) print copies to:

Legislative Reference Library
645 State Office Bldg.
100 Rev. Dr. MLK Jr. Blvd.
St. Paul, MN 55155

# [IF CONTRACT WILL EXCEED $50,000, THE FOLLOWING CLAUSE MUST BE INCLUDED if not already included in Master Contract:]

**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



SAMPLE

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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.

IN WITNESS WHEREOF, the parties have caused this Work Order to be duly executed intending to be bound thereby.

**[The number of signatures required for your work order depends on the number required by the Department of Administration's master contract certification form.]**

SAMPLE

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# Exhibit B — Hourly Fee Schedule

*Construction Auditing Services Master Contract*

| | |
|---|---|
| **Responder** | **Midwest Audit, LLC** |
| **Business address** | 759 W Meryls Ct., Palatine, IL 60074-1053 |
| **Contact** | Kishor Desai \| 224-477-6386 \| solutions@midwestauditors.com |

| Individual | Position / Service Classification | Hourly Rate |
|---|---|---|
| Kishor Desai | Principal | $170.00 |

## Rate conditions

- Each rate is a single fixed hourly rate; no rate ranges are used.
- Hourly rates include all project-related expenses identified in the RFP, including telephone/fax, printing of drawings, specifications and reports, computer media, and photographs.
- Travel time and travel expenses will be billed only when and to the extent permitted by the RFP and the applicable work order. State prior written approval is required for out-of-state travel where the RFP so provides.
- State-approved subconsultant and testing services, if any, will be billed at 1.0 times Midwest Audit's cost. No other reimbursable expenses will be charged.
- Any annual fee-schedule revision will comply with the RFP's timing and maximum-increase requirements.

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# Exhibit C - Qualifications Proposal

State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

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

1.0 Project Information

State's project name of the project for which this form is being submitted.

a. Project Name (from RFP): **Construction Auditing Services**

2.0 Responding Firms Information

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

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

a. Responder's Name & Address (include 9 digit zip code): Midwest Audit, LLC, 759 W Meryls Ct., Palatine, IL 60074-1053
b. County of responder's location: Cook County, Illinois
c. Responder's State Vendor Number: 0001176056
d. Date firm was established: June 24, 2019
e. Name, title & telephone number person signing proposal (see section 10.0): Kishor Desai, Principal / Sole Member, 224-477-6386
f. Responder's (contact) telephone number: 224-477-6386
g. Responder's Fax Number: N/A
h. Responder's Email Address: solutions@midwestauditors.com

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3.0 Statement that responder is in agreement with the State's Master Contract for Construction Audit Services: Midwest Audit, LLC has reviewed and agrees to the State's Master Contract for Construction Auditing Services.

4.0 Responding Firms Interest and Availability

Responder's should provide statements on the Responder and 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: Midwest Audit, LLC specializes in owner-focused construction audit and cost control. The firm is interested in providing independent estimate verification, GMP/open-book review, pay-application testing, change-order validation, prevailing-wage testing, and final cost reconciliation under the State's Master Contract.

b. Responder's statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: Midwest Audit can acknowledge a work-order request within 24 hours and mobilize promptly after execution. Scheduling and deliverable dates will be confirmed for each work order based on its scope and the State's required turnaround.

c. Responder's statement on ability to work on multiple projects simultaneously: Midwest Audit will evaluate available capacity before accepting each work order. Kishor Desai will lead each State assignment and use standardized workpapers, complete-ledger analytics, risk-based exception testing, and documented review procedures to support consistent delivery across concurrent engagements. Mr. Desai has previously supervised two managers and seven auditors and directed a construction contract-administration function handling approximately $900 million in annual construction-contract volume. The scope, schedule, staffing requirements, and deliverable dates for each assignment will be confirmed with the State before the work order is accepted.

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5.0 Proposed Team and Qualifications/Experience of Responder

a. Name and Position of Individual Kishor Desai — Principal

- Has individual worked with Responder before? Yes ☒ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars At least eight documented construction-audit assignments involving projects over $5 million; Mr. Desai's career construction-audit portfolio includes more than $2 billion in CMR/GMP projects. Four selected audit scopes are listed below.
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) Microsoft Data Center construction audit, Chicago, Illinois — an approximately $500 million, 700,000-square-foot data center delivered under a GMP contract with Turner Construction. Mr. Desai reviewed monthly pay applications, cost reports, and change orders and tested labor, material, equipment, and other billed costs against contract terms and supporting records. Detailed testing and data analysis identified more than $1 million in overcharges and questioned costs; approximately 90% of the improper billings were recovered for the client. He also recommended contract-administration improvements intended to prevent similar overbillings.
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) Snow Peak Long Beach Campfield — a $12.87 million GMP project with 20 change orders and about 30 subcontractors. From April 15 through July 17, 2024, Mr. Desai traced labor markups, equipment rentals, and change-order support across the GMP records, identifying approximately $2.26 million in questioned costs. No recovery, credit, or final resolution is claimed.

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

| Project | Owner | Duration of Audit | Construction Cost | Contracting Model |
|---|---|---|---|---|
| 1. AMRTC Miller Building — 50% CD estimate audit | State of Minnesota, Department of Administration (RECS) | Feb.–Sept. 2026 (approx. 7 months); phase completed Sept. 2026 | $61.6M estimate / approx. $62M GMP | CM at Risk / GMP |
| 2. Snow Peak Long Beach Campfield, Long Beach, WA | Snow Peak USA, Inc. | 4/15/24-7/17/24 (3 mos.) | $12.87M | Other — GMP contract |

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| Project | Owner | Duration of Audit | Construction Cost | Contracting Model |
|---|---|---|---|---|
| 3. Tesla Gigafactory T&M subcontract audit, Austin, TX | Project owner not confirmed; engagement through Pacific Construction Consultants; audited party: Dynamic Systems, Inc. | Sept. 3–Oct. 28, 2023 (approx. 8 weeks) | Approx. $20M audited T&M scope; total project cost not provided | Other — T&M subcontract billing arrangement; project delivery model not confirmed |
| 4. Amazon HQ Block 18 construction staff-labor audit, Seattle, WA | Project owner not confirmed; engagement through Pacific Construction Consultants; GC: Sellen Construction Co. | July 1–30, 2021 (1 month) | Approx. $250M; project not completed | Other — project delivery model not confirmed; construction staff-labor audit scope |
| 5. | | | | |

b. Name and Position of Individual N/A — no additional lead auditor proposed in this slot

- Has individual worked with Responder before? Yes ☐ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars N/A
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) N/A
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) N/A

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

| Project | Owner | Duration of Audit | Construction Cost | Contracting Model |
|---|---|---|---|---|
| 1. N/A | N/A | N/A | N/A | N/A |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

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c. Name and Position of Individual N/A — no additional lead auditor proposed in this slot

- Has individual worked with Responder before? Yes ☐ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars N/A
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) N/A
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) N/A

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

| Project | Owner | Duration of Audit | Construction Cost | Contracting Model |
|---|---|---|---|---|
| 1. N/A | N/A | N/A | N/A | N/A |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

d. Name and Position of Individual N/A — no additional lead auditor proposed in this slot

- Has individual worked with Responder before? Yes ☐ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars N/A
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) N/A
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) N/A

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

| Project | Owner | Duration of Audit | Construction Cost | Contracting Model |
|---|---|---|---|---|
| 1. N/A | N/A | N/A | N/A | N/A |

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| Project | Owner | Duration of Audit | Construction Cost | Contracting Model |
|---|---|---|---|---|
| | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

6.0 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: Midwest Audit provides principal-led construction auditing under Kishor Desai, MBA, CIA, who has more than 30 years of audit, construction contract-administration, cost-control, and management experience. He holds an MBA in Management and a B.S. in Advanced Accounting and Auditing. His experience includes GMP, cost-plus, lump-sum, unit-price, and design-build contracts, providing an owner-focused perspective spanning contract development, payment administration, change management, cost verification, and project closeout. Mr. Desai's career construction-audit portfolio includes more than $2 billion in CMR/GMP projects. On an approximately $500 million data-center project, his testing identified more than $1 million in overcharges and questioned costs, approximately 90% of which was recovered for the client. Midwest Audit also brings direct State of Minnesota RECS experience through the AMRTC Miller Building estimate-audit engagement. Midwest Audit's services include independent estimate and GMP/open-book review; pay-application testing; validation of labor, material, equipment, subcontractor, overhead, fee, and markup charges; change-order review; prevailing-wage testing; final cost reconciliation; and recommendations to improve contract administration and prevent recurring billing issues. Kishor Desai remains personally accountable for audit planning, evidence evaluation, findings, quality control, and communication with the State throughout each assignment.

7.0 Eligibility Requirements

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

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

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

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

d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes ☒ No ☐

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

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e. Registration Number*: N/A

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

f. Person signing is (select from dropdown): sole proprietor

**provide copy of corporate resolution or by-laws

g. Firm is registered in Minnesota as a (selection from dropdown list):Other, if other, explain Foreign (Illinois) limited liability company registered in Minnesota

h. MN Tax ID Number: 1269383

i. FED Tax ID Number: 84-2203633

j. MN Vendor Number (required for contract): 0001176056

END OF EXHIBIT C

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# Exhibit D1

**State/Consultant Basic Services**
**Insurance Requirements**

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

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

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

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

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

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

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

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

   The following coverages shall be included:

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

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

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# 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

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# 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.

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ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2026

**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 ADDITONAL 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 | CONTACT NAME: | |
|---|---|---|
| NUTMEG INS AGENCY INC/PHS<br>76210775<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | PHONE (A/C, No, Ext): (888) 925-3137 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|---|
| Sharankishor Desai<br>759 W MERYLS CT<br>PALATINE IL 60074 | INSURER A : Property and Casualty Insurance Company of Hartford | 34690 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | 76 SBU BX8B1Y | 11/21/2025 | 11/21/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ $2,000,000<br>$ $1,000,000<br>$ $10,000<br>$ $2,000,000<br>$ $4,000,000<br>$ $4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 76 SBU BX8B1Y | 11/21/2025 | 11/21/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ $2,000,000<br>$<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Employment Practices Liability Insurance | | | 76 SBU BX8B1Y | 11/21/2025 | 11/21/2026 | Each Claim Limit<br>Annual Aggregate Limit | $25,000<br>$25,000 |

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

**CERTIFICATE HOLDER**

State of Minnesota
50 SHERBURNE AVE
SAINT 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**

Susan L. Castaneda



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**The ACORD name and logo are registered marks of ACORD**

Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2026

**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 ADDITONAL 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 | CONTACT NAME: | |
|---|---|---|
| NUTMEG INS AGENCY INC/PHS<br>76210775<br>The Hartford Business Service Center<br>3600 Wiseman Blvd<br>San Antonio, TX 78251 | PHONE (A/C, No, Ext): (888) 925-3137 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|---|
| Sharankishor Desai<br>759 W MERYLS CT<br>PALATINE IL 60074 | INSURER A : Property and Casualty Insurance Company of Hartford | 34690 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] General Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | 76 SBU BX8B1Y | 11/21/2026 | 11/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ $2,000,000<br>$ $1,000,000<br>$ $10,000<br>$ $2,000,000<br>$ $4,000,000<br>$ $4,000,000<br>$ |
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| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE -EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Employment Practices Liability Insurance | | | 76 SBU BX8B1Y | 11/21/2026 | 11/21/2027 | Each Claim Limit<br>Annual Aggregate Limit | $25,000<br>$25,000 |

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

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**CERTIFICATE HOLDER**

State of Minnesota
50 SHERBURNE AVE
SAINT PAUL MN 55155

**CANCELLATION**

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**AUTHORIZED REPRESENTATIVE**

Susan L. Castaneda



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Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2026

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| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BIBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | PHONE (A/C, No, Ext): 844-472-0967 | FAX (A/C, No): 203-654-3613 |
| | E-MAIL ADDRESS: customerservice@biBERK.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Berkshire Hathaway Direct Insurance Company | 10391 |
| INSURED<br>Midwest Audit LLC<br><br>759 W Meryls Ct<br>Palatine, IL 60074 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 0 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability (Errors & Omissions): Claims-Made | | | N9PL907949 | 11/21/2025 | 11/21/2026 | Per Occurrence/ Aggregate | $2,000,000/ $2,000,000 |

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

**CERTIFICATE HOLDER**

State of Minnesota
50 Sherburne Ave
St. Paul, MN 55155

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE



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Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

MIDWEST AUDIT

759 W Meryls Ct | Palatine, IL 60074 | (224) 477-6386

October 30, 2026

State of Minnesota
Department of Administration
Real Estate and Construction Services

Re: Workers compensation exemption request - Construction Auditing Services Master Contract Program T#2402A

To whom it may concern:

Midwest Audit LLC has no employees in Minnesota. Under Section B.1 of Exhibit D1, we respectfully request an exemption from the workers' compensation insurance requirement for this contract. Please accept this signed letter in place of a workers' compensation certificate.

If our circumstances change and Midwest Audit becomes required to carry workers' compensation coverage during the contract, we will obtain the required coverage and provide the State with a certificate of insurance, as Exhibit D1 requires.

Please let us know if any additional information would help you review this request.

Sincerely,



Kishor Desai
Principal, Midwest Audit LLC

Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

MIDWEST AUDIT

759 W Meryls Ct | Palatine, IL 60074 | (224) 477-6386

October 30, 2026

State of Minnesota
Department of Administration
Real Estate and Construction Services

Re: Request to adjust owned automobile coverage - Construction Auditing Services Master Contract Program T#2402A

To whom it may concern:

Midwest Audit LLC respectfully requests an adjustment to the commercial automobile liability requirement in Section B.3 of Exhibit D1. We ask the State to waive the owned-auto portion while retaining the hired and non-owned auto requirement.

Midwest Audit proposes to perform this contract without using owned automobiles. The Hartford certificates provided for this submission list a $2 million combined single limit for hired and non-owned automobiles.

If our planned vehicle use changes, we will notify the State and obtain any additional coverage it requires before an owned vehicle is used for contract work.

Please let us know whether the State can approve this adjustment and what documentation you need to complete the review.

Sincerely,

Kishor Desai
Principal, Midwest Audit LLC

Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

# Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

## Select one:

- ☒ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and if applicable $1,000,000 (Equal Pay Certificate)

## Select all that apply:

### We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

### We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

### We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

### We are Exempt:

- ☒ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

## Business Information

| Vendor/Supplier ID | Business Name | Name of Contracting Agency |
|---|---|---|
| 0001176056 | Midwest Audit, LLC | MN Dept. of Administration / RECS |
| **Authorized Signatory Name** | **Title** | **Date** |
| Kishor Desai | Principal / Sole Member | 09/01/2026 |
| **Signature** | **Email** | **Phone** |
| KC Desai | solutions@midwestauditors.com | 224-477-6386 |

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

**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.

Midwest Audit, LLC
Organization Name

Kishor Desai, Principal / Sole Member
Name and Title of Official Signing for Organization

By: K C Desai
Signature of Official

09/01/2026
Date

Rev. 01/16

Docusign Envelope ID: 41D06298-0186-8526-81AC-63AECAEB0761

**Exhibit I**

# Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Midwest Audit, LLC

**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 Construction Audit 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: Midwest Audit, LLC

Print authorized representative name: Kishor Desai Title: Principal / Sole Member

Authorized signature: [signature] Date (mm/dd/yyyy): 9/2/26

## Notary Public

Subscribed and sworn to before me this: 2nd day of September, 2026

[signature]
Notary Public signature

09/30/2029
Commission expires (mm/dd/yyyy)

"OFFICIAL SEAL"
BRAD A. STRASSBURGER
Notary Public, State Of Illinois
County Of Cook
My Commission Expires 09-30-2029
Commission No.: 1018239