

STATE OF MINNESOTA

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

RECS Project ID.:	N/A	Project Mgr.:	Eric Radel	Contract Specialist:	Samantha Hicks
				RFP Event ID (if applicable)	2-12656
Project Name: Industrial Hygiene Services Master Contract					

Total Amount of Contract:	N/A	Amount of Contract First FY:	Vendor Number:	0000195659
Category Code:	81141802	Category Code:	Category Code:	
Account:		Account:	Account:	
Amount:	N/A	Amount:	Amount:	

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

SWIFT Contract No: **278065/T#2202A**

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

Number/Date/Entry Initials

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

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

Contractor Name and Address: **Bay West LLC**
5 Empire Drive
St. Paul, MN 55103

Master Contract Execution Date: 11/05/2025

Master Contract End Date: 03/31/2027

(*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: **Amy Buckley**
Contact Person Phone: **651.724.9746**
Contact Person Email: abuckley@baywest.com



State of Minnesota Professional and Technical Services Master Contract

SWIFT Contract No.: 00000000000000000000278065
Master Contract T-Number: 2202A

This master contract is between the State of Minnesota, acting through its **Commissioner of Administration** ("State") and **Bay West, LLC., 5 Empire Drive, Saint Paul, MN 55103** ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. State issued a solicitation identified as Industrial Hygiene Services, Event No. 2-12656 on February 23, 2022 for **industrial hygiene services, including but not limited to, project management, testing, sample collection and analysis, and surveys for abatement of asbestos and other hazardous materials.** Continuously Open RFP ("Solicitation");
3. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
4. 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 Minnesota Statute § 16C.05, subdivision 2. **The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date: March 31, 2027**
- 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.

2. Scope of Work

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

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

- **Air Monitoring, Sampling, and Testing**

- On-site monitoring and daily log reports in electronic and email format
- On-site and off-site sample analysis, testing reports
- Industrial hygiene sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry best guidelines.

- **Collection and Analysis**

- Bulk material analysis and reports
- Analysis compared to ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab to complete lab work.

- **Surveys and Reports**

- Surveys, electronic database files, and written reports

- **Emergency Response**

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

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

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

3. 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.

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 **\$1,000,000.00**. All costs will follow the Consultant's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Consultant may revise its fee schedule **once a**

year after 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.

5.2 Travel Expenses. There is no allowable travel or other reimbursable expenses for travel to Projects located **within 100 miles** roundtrip of the Responder's office location (accumulative mileage to and from site), the State **will not** pay for travel time. All such expenses are included in the Consultant's fee schedule of hourly rates. On projects located **over 100 miles** round trip of the Responder's office location, the State **will** pay for travel time and Reimbursable Expenses per day for all work days (Monday through Sunday and State Holidays).

5.3 Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-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.

Subconsultant and testing services, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost. There are no other allowable reimbursable expenses.

6. Payment

6.1 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.

6.2 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.

6.3 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, Project Operations Manager, 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.

The Consultant's Authorized Representative is Amy Buckley, 651.724.9746. 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 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.

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 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. Consultant's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Master Contract or any Work Order Contract whenever the Master Contract or any Work Order Contract is used for a State procurement, whether directly by the Consultant or through a Consultant's agent, subConsultant or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Master Contract or any Work Order Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Master Contract and any Work Order Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Master Contract and any Work Order Contract or afforded to the State by Minnesota law. A State employee's

decision to choose “accept” or an equivalent option associated with a “click-through” agreement does not constitute the State’s concurrence or acceptance of terms, if such terms are in conflict with this section.

21. 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.

22. 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.

23. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Consultant will comply with the provisions of Minn. Stat. § 181.59.

24. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its Consultants.

24.1 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.

24.2 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.

24.3 Minnesota Rule Parts 5000.3400-5000.3600.

24.3.1 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.

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

24.3.2.1 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.

24.3.2.2. 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.

24.3.2.3 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.

24.3.2.4 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.

24.3.2.5 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.

24.3.3 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.

24.3.4 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.

25. 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.

26. Publicity and Endorsement

26.1 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.

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

27. 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.

28. 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.

29. Equal Pay Certification.

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

30. Diverse Spend Reporting.

If the total value of a Work Order Contract may exceed \$500,000, including all extension options, Consultant must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subConsultants performing under the Work Order Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from the Work Order Contract compared to Consultant's overall revenue). When this applies, Consultant will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Master Contract is in effect.

31. Schedule of Exhibits

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

Exhibit A: Sample Work Order

Exhibit B: Fee Schedule

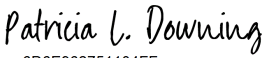
Exhibit C: Consultant's Qualifications

- 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

Signatures

Title	Name	Signature	Date
Contracts Manager	Patricia L. Downing	Signed by:  6D6E962751104FF...	November 4, 2025
Accounting Technician	Julie C. Ouradnik	DocuSigned by:  9417904E36A0440...	November 4, 2025
Construction Ops Mgr	Radel, Eric Alan	DocuSigned by:  6B7A6FF4AA564AB...	November 4, 2025
Contracts Specialist	Sherry Van Horn	DocuSigned by:  39BE997DB28140C...	November 5, 2025

Admin ID

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 begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin 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 "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract by reference. A copy of the Commissioner's Plan is available on the Web at: <http://www.mmb.state.mn.us/comp-commissioner> (click on "Commissioner's Plan" in the right side column). The CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received

the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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]. T 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 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



Bay West 2025 Fee Schedule
Minnesota Department of Administration
Real Estate and Construction Services

<u>Technical Personnel</u>	<u>Standard Hourly Rate</u>
Industrial Service Technician I.....	\$ 65.00
Industrial Service Technician II.....	\$ 77.00
Industrial Service Technician III.....	\$ 89.00
Industrial Service Technician IV.....	\$ 100.00
Operator.....	\$ 90.00
Operator II.....	\$ 120.00
Operations Foreman.....	\$ 100.00
Site Supervisor I.....	\$ 115.00
Site Supervisor II.....	\$ 140.00
Transportation & Disposal Coordinator.....	\$ 120.00
Project Manager.....	\$ 173.00
Senior Project Manager I.....	\$ 215.00
Senior Project Manager II.....	\$ 245.00
Senior Project Manager III.....	\$ 273.00
Associate Safety Professional.....	\$ 121.00
Construction Health and Safety Technician.....	\$ 95.00
Certified Safety Professional.....	\$ 168.00
Field Technician I.....	\$ 76.00
Field Technician II.....	\$ 86.00
Field Technician III.....	\$ 96.00
Field Technician IV.....	\$ 106.00
Office Support.....	\$ 65.00
GIS Tech.....	\$ 105.00
GIS Analyst I.....	\$ 120.00
GIS Analyst II.....	\$ 145.00
Staff Professional I.....	\$ 108.00
Staff Professional II.....	\$ 129.00
Staff Professional III.....	\$ 141.00
Staff Professional IV.....	\$ 161.00
Certified Industrial Hygienist.....	\$ 240.00
Professional Geologist.....	\$ 184.00
Senior Professional Geologist.....	\$ 263.00
Professional Engineer.....	\$ 184.00
Senior Professional Engineer.....	\$ 263.00
Expert Witness Testimony.....	\$ 500.00

Bay West

5 Empire Dr., St. Paul, MN 55103

Phone 800.279.0456 Fax 651.291.0099

info@baywest.com / www.baywest.com

Analytical and Commonly Used Equipment Resources

A full list of equipment is available upon request

	Unit Rate	Standard Rate
ASBESTOS BULK MATERIAL ANALYSIS		
Polarized Light Microscopy - RUSH 6-Hour Turnaround	Layer	\$ 30.00
Polarized Light Microscopy - 24-Hour Turnaround	Layer	\$ 12.00
Polarized Light Microscopy - 48-Hour Turnaround	Layer	\$ 11.60
Polarized Light Microscopy - 1 Week Turnaround	Layer	\$ 11.00
PROTECTIVE GEAR		
Breathing Air Tank and Regulator.....	Day	\$ 66.00
Decon Shower.....	Day	\$ 55.00
Full Turn-Out Fire Gear.....	Day	\$ 165.00
Manlift Assembly.....	Day	\$ 198.00
Mobil SCBA Force Breathing Air.....	Day	\$ 231.00
Lanyard, Fall Arrester.....	Day	\$ 28.00
Personal Protective Equipment		
Level A.....	Ea	
Level B*		\$ -
with Saranex-coated Suit/SCBA.....	Ea	\$ 418.00
with Saranex-coated Suit/SAR.....	Ea	\$ 330.00
Level C*		
with Tyvek Suit.....	Ea	\$ 110.00
with Saranex-coated Suit.....	Ea	\$ 220.00
Level D*.....	Ea	\$ 22.00
Hydroblasting PPE.....	Ea	\$ 165.00
Retractable Lifeline.....	Day	\$ 55.00
Supplied Air Line Kit.....	Day	\$ 132.00
* Per person and includes up to three sets of clothing (B, C & D) and one set of disposable respirator cartridges (C). Additional disposable items used may be billed at unit prices.		
MONITORING AND ANALYTICAL EQUIPMENT		
Analyzer, Mercury.....	Day	\$ 330.00
Analyzer, XRF.....	Day	\$ 330.00
GPS, Sub-meter accuracy.....	Day	\$ 99.00
Mercury Spill Kit.....	Day	\$ 99.00
Meter, Water Quality.....	Day	\$ 165.00
Scales.....	Day	\$ 28.00
Manometer, Digital Micro.....	Day	\$ 66.00
Meter, C.G.I.....	Day	\$ 83.00
Meter, Conductivity.....	Day	\$ 39.00
Meter, F.I.D.....	Day	\$ 193.00
Meter, Nitrate.....	Day	\$ 55.00
Meter, PH.....	Day	\$ 39.00
Meter, P.I.D./P.I.D 4 Gas.....	Day	\$ 132.00
Meter, Product Water Interface.....	Day	\$ 66.00
Meter, Water Level.....	Day	\$ 39.00
Meter, GPR.....	Day	\$ 495.00
Meter, 4Gas, PID, MultiRae.....	Day	\$ 110.00
Meter, Modem, Raelink.....	Day	\$ 55.00
Meter (7 Gas), Gamma.....	Day	\$ 138.00
Area Rae - Sensors.....	Day	\$ 66.00
Drone.....	Day	\$ 220.00
Pump, Air Sampling High Flow.....	Day	\$ 55.00
Pump, Bladder PFC.....	Day	\$ 99.00
Pump, Peristaltic.....	Day	\$ 66.00
Pump, Submersible 12 volt.....	Day	\$ 165.00
Pump, Submersible.....	Day	\$ 165.00

Analytical and Commonly Used Equipment Resources

A full list of equipment is available upon request

	Unit Rate	Standard Rate
VEHICLES AND TRAILERS		
Service Vehicle, Automobile.....	Day	\$ 110.00
Service Vehicle, Automobile Mileage.....	Mi	\$ 1.00
Service Vehicle, Truck.....	Day	\$ 138.00
Service Vehicle, Truck Mileage.....	Mi	\$ 1.00
Service Vehicle, Heavy Duty.....	Day	\$ 193.00
Service Vehicle, Heavy Duty Mileage.....	Mi	\$ 1.00
Cargo Van.....	Day	\$ 165.00
Cargo Van, Mileage.....	Mi	\$ 1.00
Service Vehicle, 24 ft. Cube.....	Day	\$ 231.00
Service Vehicle, 24 ft. Cube Mileage.....	Mi	\$ 1.00
Service Vehicle, Dry Vacuum Truck.....	Hr	\$ 193.00
Service Vehicle, Liquid Vacuum Truck*.....	Hr	\$ 110.00
Service Vehicle, VOC Emmission Control Liquid Vacuum Truck*.....	Hr	\$ 143.00
Vacuum Truck Mileage.....	Mi	\$ 2.00
Trailer, Emergency Response.....	Day	\$ 330.00
Trailer, Heavy Duty.....	Day	\$ 110.00
Trailer, Enclosed Utility.....	Day	\$ 138.00
Office Trailer.....	Day	\$ 99.00
Track Skid Steer Loader*.....	Hr	\$ 77.00
Wheeled Skid Steer Loader*.....	Hr	\$ 66.00
Track Steer Broom.....	Day	\$ 165.00
Roll-off Truck(Hourly)*.....	Hr	\$ 88.00
Roll-off Truck-Mileage.....	Mi	\$ 2.00
* <i>Subject to an additional fuel charge</i>		
PUMPING EQUIPMENT		
Pump, Corrosive.....	Day	\$ 220.00
Pumps*.....	Day	\$ 99.00
Pump, Diesel Transfer.....	Day	\$ 33.00
* <i>Any one trash, petroleum, adhesive or patay hand pump.</i>		
COMPRESSION EQUIPMENT		
Compressors*.....	Day	\$ 77.00
Compressor, Leroi.....	Day	\$ 193.00
Fan, Evacuator.....	Day	\$ 72.00
Fan, Subgrade.....	Day	\$ 39.00
Pressure Washer, Cold.....	Day	\$ 121.00
Pressure Washer, Hot.....	Day	\$ 248.00
Pressure Washer, Hot 5000 PSI.....	Day	\$ 440.00
* <i>Any one portable air, oil-less, or groundwater combo compressor.</i>		

Analytical and Commonly Used Equipment Resources

A full list of equipment is available upon request

	Unit Rate	Standard Rate
FIELD EQUIPMENT		
Auger, Hand Soil.....	Day	\$ 44.00
Auger, Ice.....	Day	\$ 39.00
Ice Saw Sled.....	Day	\$ 385.00
Badger Tooling.....	Hr	\$ 55.00
Decontamination Kit.....	Day	\$ 28.00
Dry Ice Blaster.....	Day	\$ 88.00
Frac Tanks	Day	\$ 66.00
Groundwater Sampling Bailer Bundle.....	Ea	\$ 28.00
Groundwater Sampling Equipment.....	Day	\$ 39.00
Groundwater Sampling Pump Bundle.....	Day	\$ 440.00
Inclement Weather Equipment.....	Day	\$ 55.00
Indoor/Outdoor Air Sampling Bundle.....	Ea	\$ 83.00
Pneumatic Drum Deheader.....	Day	\$ 55.00
Covered Rolloff Box.....	Day	\$ 28.00
Frac Tanks	Day	\$ 66.00
Secondary Containment	Day	\$ 28.00
Vac Box	Day	\$ 55.00
Site Mapping Equipment.....	Day	\$ 138.00
Small Power/Pneumatic Tools.....	Day	\$ 39.00
Traffic Control Equipment #1.....	Day	\$ 28.00
Traffic Control Equipment #2.....	Ea	\$ 165.00
Cold Tap Kit.....	Day	\$ 396.00
Confined Space Entry Equipment.....	Ea	\$ 358.00
10K Hydro Blaster (includes 100ft blasting hose).....	Hr	\$ 110.00
20K Hydro Blaster (includes 100ft blasting hose).....	Hr	\$ 165.00
10K 3D Tooling.....	Hr	\$ 61.00
20K 3D Tooling.....	Hr	\$ 83.00
4" Hard Hose - Petroleum - 25'.....	Day	\$ 55.00
6" Hard Hose - Petroleum - 25'.....	Day	\$ 105.00
4" Disposable Plastic - 100'.....	Ea	\$ 143.00
6" Disposable Plastic - 100'.....	Ea	\$ 165.00
10K hydroblast hose 50'.....	Hr	\$ 11.00
20K hydroblast hose 50'.....	Hr	\$ 17.00
Hoses*.....	Day	\$ 22.00
Material Handling Equipment.....	Day	\$ 33.00
Portable Lighting**.....	Day	\$ 66.00
Small Hand Tools (Multiple).....	Day	\$ 55.00
Soil Gas Installation Stainless Bundle.....	Ea	\$ 248.00
Soil Gas Installation Brass Bundle.....	Ea	\$ 138.00
Soil Sampling Equipment.....	Day	\$ 83.00
Sparkless Small Hand Tools (Multiple).....	Day	\$ 66.00
Vacuum, HEPA.....	Day	\$ 165.00
Vacuum, Mercury.....	Day	\$ 264.00

* Any one pressurized washer, water, ice blast, chemical, discharge, air, breathing air, or garden hose.

** Any one explosion proof or battery powered lights.

Analytical and Commonly Used Equipment Resources

A full list of equipment is available upon request

	Unit Rate	Standard Rate
MARINE EQUIPMENT		
Boat with Motor - Lund Aluminum.....	Hr	\$ 66.00
Boat, Pontoon.....	Hr	\$ 110.00
Boat with Motor - Sea Ark.....	Hr	\$ 165.00
Containment Boom, 3" x 3" (25 ft section).....	Day	\$ 39.00
Containment Boom, 6" x 6" (50 ft section).....	Day	\$ 66.00
Jon Boat with Motor.....	Hr	\$ 55.00
On Water Bundle.....	Ea	\$ 55.00
Skimmer, Drum.....	Day	\$ 165.00
Skimmer, JBF Dip 400.....	Day	\$ 495.00
Skimmer, Manta Ray.....	Day	\$ 99.00
Bathymetry Data Collector.....	Day	\$ 650.00
Jellyfish Base.....	HR	\$ 250.00
Jellyfish Base+Skimmer.....	HR	\$ 400.00
Jellyfish Base+Bathemetry.....	HR	\$ 300.00

Exhibit C - Qualifications Proposal

State of Minnesota

Real Estate and Construction Services (State)

Qualifications and General Requirements Information

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

1.0 Project Information

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

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

2.0 Responding Firms Information

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

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

- a. Responder's Name & Address (include 9 digit zip code): Bay West, 5 Empire Dr, St Paul, MN 55103
- b. County of responder's location: Ramsey
- c. Responder's State Vendor Number: Vendor ID SWIFT # 0000195659; MN State Tax ID 6501895
- d. Date firm was established: 1974
- e. Name, title & telephone number person signing proposal (see section 10.0): Matt Schemmel, Program Manager Commerical Consulting, 651-291-3410
- f. Responder's (contact) telephone number: Amy Buckley, 651-724-9746
- g. Responder's Fax Number: 651-291-0099
- h. Responder's Email Address: abuckley@baywest.com

3.0 Statement & documentation that responder has been in business for a minimum of three (3) years providing Industrial Hygiene Services: Bay West has been in business since 1974 and has provided environmental and industrial hygiene services since then.

4.0 Statement that responder is in agreement with the State's Master Contract for Industrial Hygiene Services: Bay West is in agreement with the State's Master Contract for Industrial Hygiene Services.

5.0 Responding Firms Interest and Availability

Responder's should provide statements on the Responder and design team's interest and availability to promptly perform the services called for in the RFP.

- a. Responder's statement of interest to perform the services as indicated in the RFP: Bay West is pleased to submit this proposal to provide Industrial Hygiene Services to the State of Minnesota Department of Administration. Bay West is a leading full-service provider of environmental consulting, engineering, and remediation services, ranging from investigation to corrective action design, to response action implementation. We are eager to support the Minnesota Department of Administration, Real Estate and Construction Services reach their facility goals. Bay West has experience with environmental investigations and other response actions at sites throughout the United States providing environmental services, including risk assessments, sampling, investigations, feasibility studies, removal and response actions, remedial design, response action oversight, and long-term operation and maintenance activities.
- b. Responder's statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: Bay West will begin project activities immediately upon receiving notice to proceed and will work with State of Minnesota RECS' project team to establish the schedule of project activities and meet established timelines. Bay West has been built to manage projects with rapid responses with systems in place in compliance with State of Minnesota emergency response contract requirements. We understand how to respond quickly to urgent needs and can intake and begin new projects at a moments notice. Our team can fulfill your environmental needs no matter the timeline.
- c. Responder's statement on ability to work on multiple projects simultaneously: Bay West's diverse team of qualified and experienced professionals is supported by a company with the equipment and facilities necessary to perform work on multiple projects simultaneously. Bay West currently employs approximately 200 personnel, including geologists, engineers, hydrogeologists, scientists, industrial hygienists, equipment operators, environmental field technicians, safety managers, communications specialists, graphic designers, and GIS specialists.
- d. Responder has one or more employees who are AAR certified. Responders are to submit names and certifications of employees:
 1. Jake Ward AAR Analyst ID 9584 (required)
 2. Amy Buckley AAR Analyst ID 9858
 3. John Bransom AAR Analyst ID 1136387
 4. Taylor Vichorek AAR Analyst ID 1129147

5. Aimee Peter AAR Analyst ID 1129148

- 6.0 Statement on ability, qualifications and appropriate licensure to perform and provide all Industrial Hygiene Service Categories 1 through 11 (Category 10 is not used). Include statement on compliance with MN Rules 4620.3300-3724. (See Description of Industrial Hygiene Service Categories): The Bay West team is comprised of highly skilled and qualified staff members. Our staff's long-standing experience working with local and state government agencies and regulatory communities underscores our capability to handle complex industrial hygiene challenges with professionalism and precision. Bay West's team of experienced professionals includes certified asbestos inspectors, asbestos site supervisors, management planners, and designers. We also have asbestos analysts registry-registered asbestos analysts, certified lead risk assessors, certified industrial hygienists, certified safety professionals, and certified hazardous materials managers to support project all Industrial Hygiene Service Categories identified in the RFP. Bay West personnel involved with asbestos projects are thoroughly trained and comply with Minnesota Rules 4620.3300-3724 along with all other applicable regulations and project requirements.

Statement on sampling and laboratory analysis provided will be in accordance with MN Rules 4620.3596 and that an American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work. Air quality monitoring samples are collected and analyzed in accordance with MDH Asbestos Abatement Rules, Parts 4620.3592-4620.3598 and the National Institute for Occupational Safety and Health's (NIOSH) Method 7400, issue 3 (June 14, 2019). All analyses follow the quality-control procedures specified for the method and regulation. Air samples are analyzed by a laboratory that is accredited by the American Industrial Hygiene Association (AIHA) or on-site by an analyst considered proficient by the AIHA asbestos analysts registry program. All bulk asbestos samples collected by Bay West are analyzed by a laboratory that is accredited by the National Institute of Standards & Technology Voluntary Accreditation Program (NIST) through the National Voluntary Laboratory Accreditation Program (NVLAP), successfully participates in the asbestos bulk analysis program of the AIHA, or is certified by an equivalent third-party accreditation program meeting industry standards.

7.0 Qualifications of Responder's Key Personnel and Specialists

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

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

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
Jake Ward, Environmental Scientist II	Project Management, Asbestos Inspection, Asbestos Oversight/Air Sampling, General Air Monitoring, Fungal Investigation and Sampling, Lead in Paint Sampling, Hazardous Material Surveys, Asbestos Project Design	Bay West	1	11 Institute for Environmental Assessment, Terracon, and Wenk/Stantec, all in Minnesota	Bachelor of Science: Biology, Minor in Environmental Sciences, 2011	MDH Asbestos Site Supervisor, 2014 MDH Asbestos Inspector, 2014 MDH Asbestos Project Designer, 2024 MDH Lead Risk Assessor, 2014 Asbestos Air Monitoring, 2014 NIOSH 582, 2014 AIHA Registered Analyst	Mr. Ward has experience conducting building inspections for asbestos, lead, regulated materials, indoor air quality, and mold; overseeing asbestos abatement workers; and providing air monitoring for asbestos abatement. He has thorough experience in asbestos management, abatement design, field tasks, report preparation, coordination, scheduling, and communication with clients and the public. Mr. Ward has conducted and lead teams in multiple asbestos pre-demolition and pre-renovation inspections including other regulated materials for various state, federal, municipal, and commercial clients. Mr. Ward is 40-Hour HAZWOPER trained with current annual refresher.
John Bransom Environmental Technician	Asbestos Inspection, Asbestos Oversight/Air	Bay West	3	4 US Navy Active Duty, Norfolk, VA	BS Environmental Science, 2022	MDH Asbestos Site Supervisor, 2025	Mr. Bransom has experience performing environmental field work including emergency response, air quality monitoring, and IH exposure monitoring. He has conducted

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
	Sampling, General Air Monitoring, Lead in Paint Sampling, Hazardous Material Surveys, Exposure Monitoring					MDH Asbestos Inspector, 2025 Asbestos Air Monitoring, 2025 NIOSH 582, 2025 AIHA Registered Analyst	several building inspections for asbestos, lead, and regulated materials; overseeing asbestos abatement workers; and providing air monitoring for asbestos abatement. Mr. Bransom is also 40-Hour HAZWOPER trained.
Jeff Gordon Regulated Materials Specialist	Technical Review, Waste Characterization	Bay West	25	N/A	MS Biology, 2000	CHMM, 2004	Mr. Gordon is a Certified Hazardous Materials Manager (CHMM) with extensive expertise in hazardous and regulated waste management, environmental compliance, and field operations. He has extensive experience in managing regulated waste removal projects, including waste characterization, transportation, and disposal, and has managed more than 40 MnDOT projects. His responsibilities include developing scopes of work, preparing budgets, coordinating subcontractors and staff, and ensuring compliance with federal, state, and client-specific waste regulations.
Amy Buckley Sr. Project Manager	Senior Technical Review	Bay West	2	28 Industrial Hygiene Services Corporation and Delta Environmental	Environmental Chemical Technology Certificate, 1990	Sampling and Evaluating Asbestos Dust, NIOSH 582	Ms. Buckley has 30 years of experience in industrial hygiene, safety, program development, and project management. She has experience with a wide range of environmental health and safety programs including asbestos, lead, indoor air quality, microbial, OSHA compliance, and safety

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
				both in Minnesota		Microscopic Identification of Asbestos PLM Certificate, McCrone Research Institute- Chicago, IL, 1992 OSHA 30-Hour Construction Certification, 2018 OSHA HAZWOPER, 1998-2017 OSHA 10-Hour Compliance Course Certified AHERA Asbestos Site Supervisor (MN), 1993-2017 Certified AHERA Asbestos Project Designer	management systems. Her focus is on safety and quality in delivering results that exceed client expectations. Ms. Buckley has managed multiple asbestos, lead paint, radon, microbial, and other indoor air quality projects for various departments and divisions of the State of Minnesota including the Minnesota Department of Administration Real Estate and Construction Services (formerly Division of State Building Construction). She conducted project work at many State facilities including Regional Treatment Centers/Regional Human Services Centers, State Hospitals, Correctional Facilities, Educational Campuses (Perpich Center for Arts, Academy for the Blind, Academy for the Deaf), Veteran's Facilities, Armorys, Transportation, and throughout the State Capitol Complex.

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
						(MN), 1996-2017 Certified AHERA Asbestos Mgmt Planner (MN), 1997-2017 Certified Lead Risk Assessor (MN), 1999-2017 XRF Radiation Safety and Monitoring for Niton Analyzer	
Taylor Vichorek Environmental Technician	Asbestos Inspection, Asbestos Oversight/Air Sampling, General Air Monitoring, Lead in Paint Sampling, Hazardous Material Surveys	Bay West	1	4 Crude Oil Spray and Spill, Minnesota	GED, 2006	MDH Asbestos Inspector, 2023 MDH Asbestos Site Supervisor, 2023 Asbestos Air Monitoring, 2024	Mr. Vichorek has 5 years' experience including pre-renovation and pre-demolition asbestos and regulated material inspection and asbestos abatement oversight and air monitoring. Mr. Vichorek has utilized various industrial cleanup techniques, hazardous, and non-hazardous materials. He has performed air, soil, and groundwater sampling. He has performed and managed Phase I and Phase II ESAs and asbestos sampling and is 40-Hour HAZWOPER trained with current annual refresher.

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
						NIOSH 528, 2024 AIHA Registered Analyst	
Aimee Peter Environmental Technician	Asbestos Inspection, Asbestos Oversight/Air Sampling, General Air Monitoring, Lead in Paint Sampling, Hazardous Material Surveys	Bay West	3	4 West Central Environmental Consultants, Clean Harbors, both in Minnesota	BS Environmental Sciences and Policy Management	MDH Asbestos Site Supervisor, 2023 MDH Asbestos Inspector, 2023 MDH Lead Risk Assessor, 2024 Asbestos Air Monitoring, 2024 NIOSH 582, 2024 AIHA Registered Analyst	Ms. Peter has experience conducting building inspections for asbestos, lead, regulated materials, and mold; overseeing asbestos abatement workers; and providing air monitoring for asbestos abatement. She has thorough experience in field tasks, report preparation, coordination, scheduling, and communication with clients and the public. Ms. Peter has experience with multiple asbestos pre-demolition and pre-renovation inspections including other regulated materials. She is 40-Hour HAZWOPER trained with current annual refresher.
Rick Van Allen, PG Sr. Technical Manager	Senior Technical Review	Bay West	15	16 Tetra Tech, Summit Envirosolutions both in Minnesota	BS Geology, 1993	Certified PG, MN, 2000 MN Asbestos Inspector, 2002 MN Asbestos Management	Mr. Van Allen is Bay West's Shared Services Program Manager and has over 30 years of experience completing environmental due diligence projects (Phase Is and Phase IIs) including several corridors in the Twin Cities metro for the City of Minneapolis and MnDOT. He has maintained his MN asbestos inspector and management planner licenses for 20+

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
						Planner, 2008	years and has completed or managed staff conducting regulated materials inventories and asbestos inspections on properties ranging from small residential homes to 100+ year old manufacturing facilities with numerous additions.
Scott Norman, CIH, CSP	IH Technical Expertise	Bay West	5	27 TSI Inc., Cypress Semiconductor, Olympic Steel all in Minnesota Environmental and Occupational Risk Management, AP/Agilent Technologies both in California	BA Business Administration, Master of Industrial Safety / Industrial Hygiene	ABIH #9679 CSP #16071	Mr. Norman has extensive experience with Industrial Hygiene. His experience includes developing, implementing, and managing a wide range of safety and industrial hygiene programs and activities supporting manufacturing operations. Mr. Norman leads a team of client-facing consultants to provide customized safety training, safety program development, safety audits, and IH risk assessments.
Doug Hickey, CIH, CSP	IH Technical Expertise	Bay West	22	19	BS Industrial Tech, 1980 MS Industrial Hygiene, 1982	ABIH #5741 CSP #11675	Mr. Hickey is a Certified Industrial Hygienists with over 40 years of experience performing safety and health on environmental remediation projects. He provides CIH services on HTRW remediation projects for US Navy, USACE, US Army Reserve, environmental contractors and construction/demolition companies. He has provided safety & health consulting services on more than 500 projects, including job safety analysis, developing/reviewing site safety & health plans, conducting air monitoring, evaluating PPE programs, overseeing use of respirators

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
							and self-contained breathing apparatus, and implementing fire prevention/ control and accident prevention. Mr. Hickey holds an MS in Industrial Hygiene and maintains several certifications, including Certified Safety Professional, Certified Asbestos Inspector/Contractor/Supervisor, and OSHA HAZWOPER training.

8.0 Qualifications Experience of Responder

Work completed by responder in the past 5 years which best illustrates current qualifications relevant to the "Table of Categories of Service". Insert references from owners following this section. List projects completed by the firm submitting this application. Work performed by other segments of the

firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.

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

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

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
1.a. Andersen Windows Bayport, MN B42-2 Stairwell Abatement Greg Zalesky, Industrial Hygienist (651) 264-5150 Gregory.zalesky@andersencorp.com	Jake Ward John Bransom Amy Buckley	February 2025	\$16,500	Category 1
1.b. Hennepin County Minneapolis, MN Southdale Regional Center Asbestos Abatement Oversight Chris McLinn, Facilities Project Manager Environmental (612) 490-6349 christopher.mclinn@hennepin.us	Jake Ward John Bransom Amy Buckley	June 2025	\$37,850	
1.c. Owens Corning Minneapolis, MN	Aimee Peter Amy Buckley		\$5,200	

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
Data Storage Room & Custodial Closet Abatement Oversight Lynn Lamppa, Environmental Health and Safety Leader (218) 260-7846 lynn.lamppa@owenscorning.com		December 2024		
2.a. All Flex Solutions, Inc. Northfield, MN Industrial Hygiene Exposure Monitoring Lois Pegg, EHS Manager (612) 290-9951 lois.pegg@allflexinc.com	Scott Norman John Bransom Amy Buckley	February 2025	\$22,100	Category 2
2.b. Clean Harbors Sparks, NV VOC Monitoring, Sandstone Phase 20 Lawrence Isso, P.E., Sr. Project Manager (775) 781-9705 izzo.lawrence@cleanharbors.com	Scott Norman Taylor Vichorek Amy Buckley	November 2024	\$8,000	
2.c. Lakehead Constructors Superior, WI Lead Paint Removal Monitoring, Cenovus Superior Refinery Tank Tony Peterson, Cenovus Account Manger	Scott Norman Aimee Peter Amy Buckley	September 2024	\$13,000	

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
715.395.2631 apeterson@lakeheadconstructors.com				
3.a. MnDOT St. Paul, MN TH 280 Bridge Inspections Summer Allen-Murley, Regulated Materials Manager (612) 248-4302 summer.allen@state.mn.us	Jake Ward Jeff Gordon John Bransom Aimee Peter Amy Buckley	May 2025	\$21,000	Category 3
3.b. Integrate Properties Victoria, MN Pre-Demolition Asbestos and Regulated Materials Inspection, Former Farmstead, Rochester, MN Ian Peterson, President 612.328.5252 ian@integrateproperties.com	Amy Buckley Jake Ward John Bransom	June 2025	\$6,750	
3.c. RPT Company Winona, MN Asbestos Sampling - 1510 East 8 th Street Office Jon Hawks, Security & Projects Manager 507-454-6900	Amy Buckley Aimee Peter	August 2024	\$1,600	

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
JHAWKS@RTPCOMPANY.COM				
4.a. Metropolitan Council St. Paul, MN Indoor Air Quality Assessment - Blue Lake Dennis Fox, Sr. Safety Specialist (651) 602-8519 Dennis.fox@metc.state.mn.us	Scott Norman Amy Buckley	May 2025	\$6,080	Category 4
4.b City of Duluth Duluth, MN Pre-Renovation, Sampling Mold Impacted Surfaces new Garrick Building Thomas Church, Sr. Housing Developer (218) 730-5335 tchurch@DuluthMN.gov	Amy Buckley Aimee Peter Taylor Vichorek	October 2024	\$26,300	
4.c. MnDOT Duluth, MN Mold Investigation, Wabegon Site Pole Shed Andrew Dostal, Project Engineer 218-348-3634 Andrew.dostal@state.mn.us	Scott Norman Doug Hickey	July 2019	\$3,000	
5.a.				Category 5

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
Metropolitan Council St. Paul, MN Building 408, Area 300 Building and Tank Contents Assessment Seth Chmelik, PE, Principal Engineer Environmental Services (651) 602-1172 Seth.Chmelik@metc.state.mn.us 5.b. Minnesota Pollution Control Agency St. Paul, MN Dale Cich Virginia Waste Site Clean Up, Kayla Hovde, Environmental Specialist, (651) 757-2560, kaylo.hovde@state.mn.us, 5.c. Minnesota Pollution Control Agency St. Paul, MN Perham Arsenic Site SR#56 Project Carly Linter, Project Manager (651) 757-2269 carly.lintner@state.mn.us	Jeff Gordon Jake Ward John Bransom Amy Buckley Jeff Gordon Rick VanAllen Taylor Vichorek Amy Buckley	July 2025 August 2023 Ongoing	\$30,950 \$40,800 \$500,000	
6.a. Essentia Health Duluth, MN Indoor Air Quality MRI Control Room, HVAC Flow Evaluation Molly Bradfish, Maintenance Manager	Doug Hickey Amy Buckley	November 2023	\$6,450	Category 6

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
(920) 539-4123 molly.bradfish@EssentiaHealth.org 6.b. Surmodics Eden Prairie, MN R&D Labs HVAC and IAQ Evaluation Rossana Motta 951-500-7000 rmotta@surmodics.com 6.c. USAR 88 th Rediness Division Multiple Facilities Maria Magilton (651) 291-3454 mmagilton@BAYWEST.com	Scott Norman Aimee Peter John Bransom	January 2020 Ongoing	\$13,000 \$12,000	
7.a. Metropolitan Council St. Paul, MN East Bethel and Rogers WWTP Noise Monitoring Dennis Fox, Sr. Safety Specialist (651) 602-8519 Dennis.fox@metc.state.mn.us 7.b. Cenovus Energy Calgary Alberta	Scott Norman John Bransom Amy Buckley Scott Norman Aimee Peter	August 2023 November 2024	\$15,700 \$36,900	

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
Superior Refining Company Noise Monitoring Jeff Baden, CIH, Central Health & Operational Integrity (403) 298-6688 jeff.baden@cenovus.com 7.c. AbelConn Maple Grove, MN IH Exposure - Lead Soldering Stations Luke Soleim Plating/EH&S Engineer (763) 338-9131 lsoleim@abelconn.com	Taylor Vichorek Amy Buckley Doug Hickey Amy Buckley	 November 2023	 \$7,300	
8.a. City of Duluth Duluth, MN Pre-Renovation Asbestos, Lead, and Regulated Materials Inspection Report Tom Church, Sr. Housing Developer (218) 730-5335 tchurch@duluthmn.gov 8.b. Hennepin County Minneapolis, MN	Taylor Vichorek Aimee Peter Amy Buckley Jake Ward John Bransom Aimee Peter	October 2024 June 2025	\$26,300 \$92,700	

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
Southdale Regional Center Asbestos, Lead in Paint, and Regulated Materials Inspection Chris McLinn, Facilities Project Manager Environmental (612) 490-6349 christopher.mclinn@hennepin.com 8.c. County Carver Community Development Agency Chaska, MN Lead Remediation and Testing, Four Residences Melodie Bridgeman, Director of Community Development (952) 556-2778 melodieb@carvercda.org	Amy Buckley Rick Van Allen Aimee Peter Amy Buckley	September 2024	\$10,600	
9.a. Hennepin County Minneapolis, MN Southdale Regional Center Asbestos and Regulated Materials Inspection Chris McLinn, Facilities Project Manager Environmental (612) 490-6349 christopher.mclinn@hennepin.us 9.b.	Jake Ward John Bransom Aimee Peter Amy Buckley Rick Van Allen	June 2025	\$92,700	Category 9

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
TenSquare LLC Minneapolis, MN Pre-Purchase, AHERA Survey, Prodeo Academy-St. Bernard's School Property Mr. Sean Elder Director of Real Estate Development (612) 251-3139 sean@thetensquaregroup.com 9.c. Minnesota Pollution Control Agency St. Paul, MN Pre-Renovation Survey Plaza del Sol, St. Paul, MN Ms. Shanna Schmitt State Project Manager (651) 757-2698 shanna.schmitt@state.mn.us	Jake Ward John Bransom Amy Buckley Rick Van Allen Rick Van Allen Aimee Peter Amy Buckley	May 2025 April 2024	\$23,300 \$12,000	
10. Not Used	N/A	N/A	N/A	Category 10
11.a. City of Minneapolis Minneapolis, MN Construction Dust/Silica Evauation, Fridley Wastewater Treatment Plan James Landsberger, Safety Specialist (612) 673-2667 James.landsberger@minneapolismn.gov	Scott Norman Aimee Peter Amy Buckley	November 2024	\$15,300	Category 11

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total cost of project	Project represents experience in:
11.b. Polar Semiconductor Bloomington, MN Vapor Investigation Shane Spears, Emergency Management Engineer (952) 876-3388 spearss@polarsemi.com	Amy Buckley	October 2024	\$4,600	
11.c. Minnesota Pollution Control Agency St. Paul, MN Sacred Heart Elementary School-Pre-Demolition Robbinsdale, MN Shanna Schmitt Brownfield Project Manager (651) 757-2697 shanna.schmitt@state.mn.us	Rick Van Allen Jeff Gordon	June 2021	\$56,000	

9.0 Unique Qualifications - Summarize your team’s unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have (i.e. Two or more projects completed for Minnesota State Agencies or Minnesota State Colleges and Universities (MN State) or University of Minnesota): Bay West offers a proven track record of successfully delivering complex hazardous materials abatement and demolition projects for Minnesota public agencies, including MnDOT, MDH, MPCA, and the Department of Corrections. Our strong relationships with state and local regulatory agencies ensure projects meet or exceed all applicable standards and proceed without delays.

A prime example of our capabilities is our work at the Faribault Correctional Facility project through RECS, managed by Christopher McGhee. There, Bay West provided services to completed supplemental asbestos and lead inspections, hazardous materials project design, abatement oversight, and selective

demolition. This included:

- Comprehensive inventory, quantification, and sampling of ACM, LBP, and other regulated materials.
- Design and execution of abatement plans in accordance with MPCA, MDH, and Rice County Public Health regulations.
- Oversight of asbestos and regulated material removal, air monitoring, and waste disposal documentation.
- Excavation and disposal of ACM-contaminated soil, as well as stabilization and encapsulation of lead paint.
- Full project management from design development to demolition closeout, including budget control.

Our ability to navigate complex regulatory environments, manage multi-phase projects, and coordinate with licensed contractors positions Bay West as a highly qualified partner for the Minnesota Department of Administration.

10.0 Eligibility Requirements

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

- a. I have read and agree to the State's Standard Master Contract/Master Contract Work Order: Yes ☒ No ☐
- b. A Certificate of insurance will be provided in accordance with State's Master Contract Work Order, if awarded project Yes ☒ No ☐
- c. A signed Affidavit of Non-collusion is attached. Yes ☒ No ☐
- d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes ☒ No ☐
- e. Foreign outsourcing will ☐ will not ☒ be involved in the delivery of contract services.

11.0 Authorized Signature

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

- a. Typed name of authorized signor:Matthew Schemmel
- b. Typed title of authorized signor:Commercial Consulting Program Manager
- c. Authorized signature(signature of person identified in Section 2): 
- d. Date Signed: August 28th, 2025
- e. Registration Number*:Certified Professional Geologist, MN (#42592)

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

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

****provide copy of corporate resolution or by-laws**

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

- h. MN Tax ID Number:6501895
- i. FED Tax ID Number:41-123451
- j. MN Vendor Number (required for contract):0000195659

END OF EXHIBIT C

Attachment 1

Service Categories & Descriptions

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

Attachment 1

Service Categories & Descriptions

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

Exhibit D1
PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The following coverages shall be included:

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

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

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

6/25/2025

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No. Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No. Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Steadfast Insurance Company	26387	INSURER B: Zurich American Insurance Company	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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PHONE (A/C, No. Ext):	FAX (A/C, No):																				
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED 1539452 BAYWEST LLC 5 EMPIRE DRIVE SAINT PAUL MN 55103-1856																					

COVERAGES**CERTIFICATE NUMBER:** 20488239**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	GPL 7912293-02	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	BAP 5687518-02	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	SXS 7929027-02	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 5687522-02	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL / POLLUTION LIABILITY	N	N	GPL 7912293-02	7/1/2025	7/1/2026	\$1,000,000 EACH OCC; \$2,000,000 AGGREGATE; UNDERLYING TO EXCESS

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

EVIDENCE OF COVERAGE UMBRELLA IS FOLLOW FORM.

Master Contract for Industrial Hygiene Services T#2202A

The State of Minnesota is named as an Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

20488239
 BAY WEST LLC
 5 EMPIRE DRIVE
 ST PAUL MN 55103

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

AUTHORIZED REPRESENTATIVE

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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: Bay West LLC
- ☒ Equal Pay Certificate under the name: Bay West LLC

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

41-123451	Bay West LLC	Minnesota Department of Human Rights
Vendor/Supplier ID	Business Name	Name of Contracting Agency
Kari Solem	HR Director	August 8th, 2024
Authorized Signatory Name	Title	Date
	ksolem@baywest.com	651-291-3452
Signature	Email	Phone

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



April 01, 2022

SENT ELECTRONICALLY BY EMAIL

BAY WEST LLC
5 EMPIRE DR
SAINT PAUL MN 55103
ATTN: Donovan Hannu

Re: Workforce Certificate of Compliance Approval

Congratulations! The Minnesota Department of Human Rights (MDHR) has approved your Workforce Certificate of Compliance. This certificate will provide your business the opportunity to bid on state and metropolitan agency contracts that are \$100,000 or more. To ensure compliance with your certificate, the Office of Equity and Inclusion for Minnesota Businesses is tasked with oversight of your progress in executing your Affirmative Action Plan.

The Office of Equity and Inclusion for Minnesota Businesses is excited to partner with your organization in creating and implementing policies that foster equity, diversity, and inclusion. The Office of Equity and Inclusion will support your affirmative action plan commitments by providing trainings, toolkits, and technical guidance to ensure that your workforce reflects the communities it is a part of and to prevent workplace discrimination.

The following resources are included in this packet to guide you through the implementation process:

- ❖ Workforce Certificate of Compliance
- ❖ Affirmative Action Plan (AAP) implementation checklist
- ❖ Annual Compliance Report help guide
- ❖ Equity and Inclusion Quick Card
- ❖ Community Referral organizations
- ❖ "Your Rights" Poster

Keep in mind, in order to assess your organization's good faith efforts in implementing the Affirmative Action Plan and to evaluate compliance with equal employment opportunity laws, MDHR will periodically request supporting documentation from you.

Through our partnership, MDHR is committed in its goal of creating a world where everyone can lead full lives, rich with dignity and joy.

If you have any questions, contact the Office of Equity and Inclusion at compliance.mdhr@state.mn.us or 651-539-1095.

Sincerely,

A handwritten signature in black ink, appearing to be 'RL' followed by a flourish.

Rebecca Lucero, Commissioner
Minnesota Department of Human Rights



WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **BAY WEST LLC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **3/31/2022**

Certificate expiration date: **3/30/2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'RL', with a small star-like mark below the 'L'.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr



July 21, 2022

SENT ELECTRONICALLY BY EMAIL

BAY WEST LLC
5 Empire Dr
Saint Paul MN 55103
ATTN: Kari Solem Sr Director of HR

Re: Equal Pay Certificate of Compliance Approval

Congratulations! The Minnesota Department of Human Rights (MDHR) has reviewed and approved your business's application for an Equal Pay Certificate of Compliance. This certificate allows you to execute contracts of \$500,000 or more for state and metropolitan agencies.

The Office of Equity and Inclusion for Minnesota Businesses is excited to partner with your organization in creating and implementing policies that foster equity, diversity, and inclusion. The Office of Equity and Inclusion will support your equal pay commitments by providing trainings, toolkits, and technical guidance to ensure that your workforce reflects the communities it is a part of and to prevent workplace discrimination.

The Office of Equity and Inclusion for Minnesota Businesses is tasked with oversight of your good faith efforts to comply with equal pay laws and may periodically request information from you.

Through our partnership, MDHR is committed in its goal of creating a world where everyone can lead full lives, rich with dignity and joy.

If you have any questions, contact the Office of Equity and Inclusion at compliance.mdhr@state.mn.us or 651-539-1095.

Sincerely,

A handwritten signature in black ink, appearing to read 'RL', with a stylized flourish at the end.

Rebecca Lucero, Commissioner
Minnesota Department of Human Rights

AN EQUAL OPPORTUNITY EMPLOYER

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MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr



EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **BAY WEST LLC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **July 21, 2022**

Certificate expiration date: **July 20, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'RL', with a small 'x' mark at the end of the signature.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

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.

Bay West LLC

Organization Name

Donovan Hannu, PE, Chief Operating Officer

Name and Title of Official Signing for Organization

By: 

Signature of Official

August 8th, 2025 Date

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Bay West 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 **Industrial Hygiene Services Master Contract** 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:

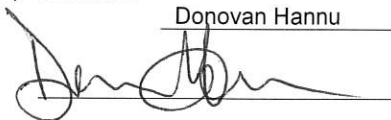
Bay West LLC

Print authorized representative
name:

Donovan Hannu

Title: COO

Authorized
signature:



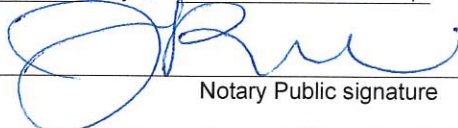
Date
(mm/dd/yyyy):

9/17/25

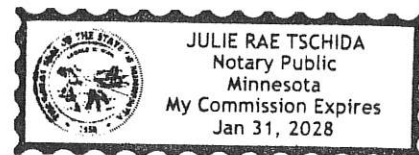
Notary Public

Subscribed and sworn to before me this:

17th day of September, 2025


Notary Public signature

January 31, 2028
Commission expires (mm/dd/yyyy)



BAY WEST LLC

Secretary's Certificate

April 29, 2015

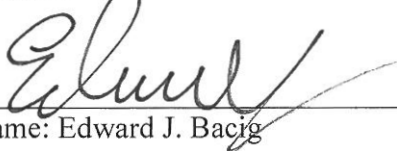
THE UNDERSIGNED, being the Secretary of Bay West LLC, a Minnesota limited liability company ("Bay West" or "Company"), in his capacity as the Secretary of the Company, hereby certifies that the following is a true, complete and correct copy of the Resolutions of the Management Committee ("Board") of the Company, duly adopted in accordance with the authority under the Minnesota Limited Liability Company Act and the Operating Agreement of the Company on April 29, 2015; said resolutions have not been modified, revoked or rescinded in any manner and are in full force and effect on the date hereof:

BE IT RESOLVED, that the Members hereby acknowledge and agree that it is in the best interest of the Company to permit certain managerial level employees to execute contracts and agreements on behalf of the Company, subject to review and the authority of the Company's Board. Accordingly, the Members unanimously authorize and adopt the Client Contract Responsibilities and Limits of Authority, attached hereto and incorporated herein as Exhibit A, and that the individuals listed shall be granted authority to execute contracts and/or agreements on behalf of the Company as more fully set forth therein; and

BE IT FURTHER RESOLVED, that any and all actions, whether previously or subsequently taken by the proper managerial level employees and agents of the Company as outlined in Exhibit A, that are consistent with and in furtherance of the intent and purposes of these resolutions shall be, and the same hereby are, in all respects ratified, approved and confirmed.

IN WITNESS WHEREOF, the undersigned Secretary of Bay West has executed this Certificate as of the date first above written.

SECRETARY:


Name: Edward J. Bacig