



REQUEST FOR PROPOSAL:

Jail Project Consultant

**Sheriff's Office
Beltrami County, MN**

Issued April 26, 2021

**Responses due via email
by 4:30 pm CT on May 28, 2021**

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I. Overview

Beltrami County (County) is seeking proposals from qualified firms to provide multi-year project consulting, management and oversight assistance to the County's Sheriff's Department in the advancement of solutions for the County Jail. Specific tasks include project consulting, project coordination and management, meeting facilitation, technical specification preparation, project/program development/implementation and project oversight and accountability. An electronic proposal, inclusive of all requested information and supporting documents, should be submitted to County Administrator Tom Barry electronically in one document (preferably a PDF document) at: tom.barry@co.beltrami.mn.us. Proposals will be received until 4:30 P.M. Central Time on May 28, 2021. All costs incurred by proposing firms are to be borne by the proposing firm.

II. Background

The Beltrami County Sheriff operates a 132-bed jail, originally completed in 1989. The jail includes housing units on three floors and a mezzanine. The lower level of the jail includes a 60-bed minimum security dorm unit with two adjacent dayrooms that is operated as a direct supervision unit with a staff member assigned to the unit. The jail has design and operational limitations that have reduced the number of inmates that can be housed in the facility. Minnesota Department of Corrections has also, through increased regulations, decreased the number of beds the jail can maintain. Additionally, the jail population continues to increase. These pressures require that the County evaluate and determine the need for improvements to the existing jail and its operations (including the potential need for new construction and/or renovation) and to determine the need for improvements to enhance the effectiveness of the overall justice system. This work is collectively referred to as the Jail Project. The County requires professional project management services from a highly skilled individual(s) to navigate through the various steps and keep the Jail Project on task and on budget. Organized management of the Jail Project is critical to the success of the overall project. Separate studies, including a Needs Assessment and Feasibility Study, preliminary design concepts, and the like will be contracted separately but may likely be managed by the Jail Project Consultant. This Request for Proposals is focused on identifying and procuring a professional project manager to serve as the County's Jail Project Consultant (County Agent/Owner's Representative) to effectively and efficiently carry out the various project management aspects of the project. The County expects the implementation of the project to be conducted in stages. The County expects much of the work to be completed onsite and shall provide work space and available office machine usage for the Jail Project Consultant to use.

III. Scope of Work to be Performed

The work assigned over this multi-year project will vary throughout the course of time and could be focused on any and all supplemental services required to advance the project. Assignments might also be very broad in developing/implementing multiple correctional projects/programs simultaneously or any variation of technical specification development, advisory services, project

facilitation services, studies/calculations and project/program development/implementation combinations. While not the focus of this RFP, the County is seeking firms with access to architectural capabilities that can conduct existing conditions assessments, growth and space studies, develop conceptual proposals, technical specifications, associated cost estimates and other conceptual architectural services as may be needed by the County.

At this time, the County anticipates a considerable portion of the work will be varied and cover a wide range of Correctional System projects, programs and activities. The anticipated work week hours will vary pending the assignment(s), deadlines, etc. Total hours are undefined at this time, and there is no guarantee of a minimum number of hours. The individual or consulting firm will only be paid for hours preapproved by the County and actually worked on behalf of the County. The County will not pay overtime rates for any work provided and will not pay for hours not directly worked on County assignments. The County will not pay mark-ups of any kind.

The individual/consulting firm shall supply a laptop computer and any software or other supporting materials or equipment for the individual(s) working on County locations while performing the County's assignment(s) beyond that provided by the County. Any resulting work product prepared or developed under this agreement will be the property of Beltrami County.

The selected individual or consultant will be assisting the Sheriff and County Administrator along with County elected and appointed officials, managers and supervisors, staff, citizens or other City designees in the performance of the work. The work and skills required may include but not be limited to the following:

- Provide skilled and timely project leadership and management services necessary to successfully guide and complete the project
- In consultation with other consultants, the Jail Steering Committee and the Board of County Commissioners, develop and manage the project plan/approach, scope and objectives, work breakdown structure and critical path(s) and project budget and manage all project data and all project costs associated with the project and ensure identified milestones are met
- Predict resources needed to reach objectives, manage resources in an effective and efficient manner and develop contingency plans and mitigation strategies for ensuring effective and efficient delivery of services and timely attainment of milestones
- Research and or collect data and information, benchmark projects and programs, analyze and evaluate information and make recommendations
- Perform studies or technical calculations necessary to support the project and develop conceptual plans and cost estimates as well and identify and evaluate multiple alternatives including cost/benefit, return on investment, break-even point, and other analyses
- Prepare regular project status reports, evaluation reports, financial analyses and reports, solutions and recommendations documents, white papers, presentation materials, and any other documentation required to advance the project
- Develop meeting agendas, meeting minutes, RFPs, RFQs, Bid documents, contract

documents, Scopes of Work, resolutions, specifications, cost estimates and other technical and non-technical documents pertaining to the project to facilitate the advancement of the project and selection of consultants, contractors, or other stakeholders

- Conduct financial modeling, assist in identifying a variety of funding options, provide guidance on municipal bonding, grants, sales tax initiatives and other alternative funding mechanisms, processes and timelines, guide and assist in financial lobbying and legislative activities
- Manage contracts with vendors and suppliers by assigning tasks and communicating expected deliverables and prepare documentation and coordinate approvals required by various agencies as necessary
- Lead and facilitate various reoccurring meetings with county officials, stakeholders, the public, other agencies and community groups and any other individuals or organizations as needed
- Provide regular oral and written reports and project updates on a consistent basis to various stakeholders about strategy, adjustments, and progress and make presentations to county officials, stakeholders, the public, other agencies and community groups and any other individuals or organizations as assigned or needed
- Visit facilities and other sites as needed to make determinations that advance the project
- Perform related work tasks as assigned by the Jail Steering Committee, Board of County Commissioners, County Administrator, Sheriff or other designees
- Utilize industry best practices, techniques, and standards throughout entire project execution, monitor progress and make adjustments as needed and measure project performance to identify areas for improvement
- Work closely with other County staff and departments including the County Attorney's Office, Courts, Social Services, Jail Administration, Finance, Facilities, Administrative and other departments and staff as needed or assigned and perform other duties as required to efficiently and effectively advance the project ensuring that all duties and essential functions are conducted in a matter consistent with the County's vision and mission

This position will not be an employee of Beltrami County and will not receive any County benefits associated with this project.

The County reserves the right to select one or multiple proposers as the County deems appropriate. The County anticipates the annual work load and all associated costs not to exceed \$150,000.00/year in aggregate; however, this is not a guaranteed dollar amount and the work assignments throughout a year may range from \$0.00/year to the \$150,000.00/year in aggregate. Additionally, the County reserves the right to distribute the work as it deems appropriate and at the County's sole discretion.

The individual, consulting firm and/or architectural firm is required to submit a qualification and experience document with their proposal. If there is a team of professionals being proposed than there shall be a qualification and experience document for each team member. The County

reserves the right to pre-approve and/or reject the individual(s) assigned to the County project. Replacing the assigned individual(s) by the consultant without prior County approval is grounds for immediate termination of the agreement. The hourly rate for the individual or consulting team (consulting teams shall have hourly rate for each team member if the rate varies) shall be presented in the proposal. If a team approach is being presented then the percentage of time per team member shall be indicated in the proposal.

The terms of this arrangement will be confirmed in a formal agreement between each individual or consulting/architectural firm and the County. The assignment duration is anticipated to be at least until year's end of 2023, including up to four one-year term extensions, but there is no guarantee of any or all extensions. Each one-year extension that is included in this specification is determined at the full discretion of the County. The County and/or the individual or consulting firm may discontinue this agreement at any time providing there is at least a 60- day written notice to the other party.

IV. Minimum Qualifications

- The responder's key professionals and/or organization must not have material conflicts with Beltrami County or the Beltrami County Sheriff's Office and must carry the minimum County-required insurance.
- The responder must be capable of providing the requested services and must provide a concise description of their qualifications and capabilities in delivering project management services in the public sector and correctional facility sector.
- As of April 15, 2021, the responder must possess a minimum of fifteen (15) years of experience in the business of delivering project management services.
- The proposed Jail Project Consultant Staff Resource must possess the applicable combination of education, skills, experience and certifications (e.g. PMP, Scrum Master, etc.) to successfully oversee a major project involving multiple workstreams, departments, interdependencies and resources and must remain on the project as the consistent, dedicated project manager.
- As of April 15, 2021, the Jail Project Consultant Staff Resource must possess a minimum of five (5) years' experience in a lead project management-related role and is current on industry best-practices and has germane experience related to this engagement.
- The responder must provide 5 applicable references complete with project description, services provided, cost of project, and organizational contact information.

V. Proposal Content

At a minimum, the proposal must include the following information to be considered for the engagement. For ease of review and to ensure full scoring credit, each requirement should be addressed separately. No proposal shall be greater than ten, 8.5" x 11" double-sided pages including all required information and references.

Cover Letter

A cover letter, which will be considered an integral part of the proposal package, in the form of a standard business letter, must be signed by an individual authorized to bind the proposer contractually. This cover letter must indicate the signer is so authorized and must indicate the signer's title or position. An unsigned proposal will be rejected. The cover letter must also include:

- a) A statement that the proposal meets all requirements of this RFP, and that the offer tendered by the proposal will remain in full force and effect until and may be accepted by the County at any time prior to 120 days beyond the deadline for submittal.
- b) A disclosure of any current business relationship or any current negotiations for prospective business with the County, or with any member of the Board of County Commissioners, staff, or any party currently rendering services to the County.
- c) A statement that the proposer acknowledges that all documents submitted in response to this RFP may be subject to disclosure under the Minnesota Freedom of Information Act, the Minnesota Data Practices Act and/or the Minnesota Open Meetings Act.

Statement of Minimum Qualifications

Proposers must complete and return the Minimum Qualifications Certification in the form contained in Appendix A.

Questionnaire

The questionnaire contained in Appendix B to this RFP must be completed and returned as part of the proposal

Reference Checks

A minimum of 5 applicable references shall be provided to include the names, contact information and brief synopsis of the work performed, outcomes achieved, cost of the project and services provided. Reference checks will be conducted for each finalist.

Fee Proposal

Proposers must submit a combined, fixed-cost proposal in the format prescribed in Appendix C. Any deviation from the prescribed format which in the opinion of the County is material may result in the rejection of the proposal. The proposed fee shall include all costs and expenses for providing the services as described in this RFP, and any agreed-upon additional services. Once finalists are selected, fees may be subject to a "best and final" offer process to be determined at the discretion of the County. The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract.

Contract

This Request for Proposal is neither a contract nor meant to serve as a contract. It is anticipated that one or more of the proposals submitted in response to this Request for Proposal may be selected as the basis for negotiation of a contract with the proposer. Such a contract is presently contemplated to contain, at a minimum, the terms of the proposal submitted, as finally negotiated and approved by the County. The County reserves the right to negotiate additions, deletions, or modifications to the terms of proposals submitted. However, the terms contained in Appendix D, Addendum to Contract, must be agreed to and accepted by the candidate or organization selected to perform the work contemplated by this RFP.

Project Schedule

The submission must include a preliminary project approach and schedule based on the number of calendar days required to perform the work following the award of the contract.

VI. Submission of Proposals

All proposals must be received no later than the deadline stated in the Anticipated Timeline and Contact Information section. Submissions must be made via email to the identified contact person by the stated deadline. Only email submissions will be accepted. Proposals become the property of the County upon submission. All costs for developing proposals and attending presentations and/or interviews are entirely the responsibility of the proposer and shall not be chargeable to the County. Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered for this assignment.

VII. Evaluation Process

Pre-Evaluation Review

All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format will be rejected.

Proposal Evaluation

All proposals received by the County representative on or before the deadline listed above will be reviewed to determine whether they meet the minimum requirements of this RFP. All proposals received by the deadline that pass the pre-evaluation review will undergo an evaluation process conducted by County staff and other stakeholders and/or representatives. They will be reviewed to determine whether they meet the requirements of this RFP. The County will consider the following factors in the evaluation process, ranked in no specific order, and will render a decision based on the perceived best fit and best value for the engagement. Fees will be one of the determining factors in this decision but will not be the primary determinative. Proposals will be evaluated based on criteria which may include but not limited to:

- Understanding of the services requested
- Experience providing the services requested
- Experience with jail and/or correctional facility projects
- Relevant knowledge, experience and qualification of firm and team members including established record of success in similar work
- Credentials and experience of the proposed Jail Project Consultant Staff Resource
- Proposed methodology, work plan and timeline to be used in the process
- Cost
- Warranty of services
- Insurance Coverage
- References

Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the proposer will be rejected. Issuance of the Request for Proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude the County from procuring services similar to those described herein from other sources.

During the evaluation process, proposers may be requested to provide additional information and/or clarify the contents of their proposal. Other than information requested by the County, no proposer will be allowed to alter the proposal or add new information after the filing date. Once finalists are selected, fees may be subject to a “best and final” offer process to be determined at the discretion of the County.

VIII. Anticipated Timeline and Contact Information

<u>Schedule</u>	<u>Dates</u>
RFP Issued	April 26, 2021
Deadline for Responder Questions	May 7, 2021
County Response to Questions	May 17, 2021
RFP Responses Due 4:30 p.m. CT	May 28, 2021
Evaluations	Week of June 14, 2021
Candidate Interviews	June 24 and/or 25, 2021
Selection	July 6, 2021

Note: Schedule subject to change.

Jail Project Consultant RFP Contact Information:

Name: Tom Barry, County Administrator

Email: tom.barry@co.beltrami.mn.us – **only electronic submissions will be accepted**

Mail: County Administration Building, 701 Minnesota Ave. NW Ste.200, Bemidji, MN 56601

Phone: 218-333-8478

IX. Submission Process

Deadline

To be considered for selection, proposals must be received via e-mail in Adobe Acrobat format at tom.barry@co.beltrami.mn.us **until 4:30 P.M. Central Time on May 28, 2021. (Only electronic submissions will be accepted)**. Please name your file and include in the subject line of your correspondence: “Jail Project Consultant RFP - Name of Responder.” An email confirmation will be sent confirming receipt of the proposal.

Withdrawal

A proposal may be withdrawn any time prior to the deadline by written notification signed by the individual applicant or authorized agent of the firm and received at tom.barry@co.beltrami.mn.us

no later than the deadline of 4:30 p.m. CT, May 28, 2021. Please reference the “Jail Project Consultant RFP - Name of Responder” in your communications. An email confirmation will be sent confirming withdrawal of the proposal. The proposal may be resubmitted with any modifications no later than the deadline. Modifications offered in any other manner will not be considered.

Questions

To clarify any issues in this RFP, the County will respond only to questions that are presented in writing via e-mail to County Administrator Tom Barry at: tom.barry@co.beltrami.mn.us. All questions should be submitted to the County by 4:30 p.m. CT, May 7, 2021. Please reference the “Jail Project Consultant RFP - Name of Responder” in your communications. These questions will be consolidated into a single Q&A document and responded to by the County on, or about, May 17, 2021 to all proposers without indicating the source of the inquiry.

X. General Conditions

Freedom of Information Act Disclosure

All materials submitted in response to the RFP become the property of Beltrami County. Proposals remain confidential during the selection process. However, upon completion of the selection process, all responses, including that of the individual, vendor or firm selected, will be a matter of public information and will be open to public inspection in accordance with the state of Minnesota Freedom of Information Act (FOIA). If, in response to this RFP, trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP, such claim must be clearly made, and such information must be clearly identified. **Responses to this RFP with every page marked as proprietary, privileged or confidential will not satisfy this requirement.** Bidders are required to make a good faith attempt to properly identify only those portions of the response that are truly furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP.

Redacted Version of RFP Response

In the event the Responder believes certain materials in the submitted response are exempt from public disclosure in accordance with language contained in the FOIA Disclosure section above, Responders are asked to provide a redacted version of the response it believes will be suitable for release under the Minnesota Freedom of Information Act, Minnesota Data Practices Act and/or the Minnesota Open Meetings Act.

However, any claim of privilege from disclosure is not definitive. The County has the right and legal obligation to determine whether such information is exempt from disclosure under the Minnesota Freedom of Information Act, Minnesota Data Practices Act and/or the Minnesota Open Meetings Act and no information will be considered or determined by the County to be proprietary, privileged or confidential unless it is identified and separated as indicated herein.

Ordinary Course of Business Communications Allowed

Other than existing normal business matters, respondents, potential respondents, or their representatives should not contact anyone at the County (including any County staff, members of the County advisory committees and members of the County Board) other than the listed RFP contact. In addition, respondents must not discuss this RFP with any employee of the County, trustee of the County, custodian, managers, legal counsel, or other advisors or persons/entities having contracts or other affiliations with the County.

Rights Reserved

The County reserves the right to amend any segment of the RFP prior to the announcement of a selected vendor/contractor. In such an event, all respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment. The County reserves the right to award or reject any proposal in the best interest of the County. The County may request additional information from any or all bidders to assist in the evaluation of proposals, and the County reserves the right to conduct background investigations of selected individuals or firms prior to awarding a contract under this RFP. The County reserves the right to remove any or all services from consideration for this contract. At its discretion, the County may issue a separate contract for any service or groups of services included in this RFP. The County may negotiate additional provisions to the contract awarded pursuant to this RFP. The County reserves the right to cancel the Jail Consultant Contract and award the contract to the next most qualified firm if the successful firm does not begin the contracted services within thirty (30) days of contract award.

The County does not bear any obligation to complete the RFP process or to select any individual(s) or firm(s) and is not responsible for inaccurate or omitted information. The County also reserves the right without prejudice to reject any or all proposals submitted. The County will NOT reimburse any expenses incurred in responding to this RFP.

Equal Opportunity

Beltrami County does not discriminate because of race, color, religion, creed, sex, sexual orientation, age, marital status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national origin, physical or mental handicap or disability or any other characteristic protected by law. It is the County's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

Terms and Conditions

Following a review of submitted materials, if requested, selected individuals or organizations must be prepared to make a presentation or otherwise participate in a virtual or in-person interview in Bemidji, MN with Beltrami County staff and Board members and/or other stakeholder members at a date and location to be determined by the County. The County will not provide reimbursement for any costs incurred by the individuals or organizations associated with this presentation. Prior to the award of a contract pursuant to this RFP, selected individuals or firms must provide all requested documentation, including required insurance certificates and enter into a mutually-agreeable contract for services. The selected individual and/or firm awarded the contract, and all of its sub-consultants, shall be barred from conducting the Needs Assessment/Feasibility Study.

Appendix A: Statement of Minimum Qualifications

(Firm Name) _____ certifies that it meets the following minimum qualifications: (Please initial each as applicable):

1. _____ The responder's key professionals and/or organization has no material conflicts with Beltrami County or the Beltrami County Sheriff's Office and can satisfy the minimum County-required insurance obligations.
2. _____ The responder is capable of providing the requested services and has provided a concise description of their qualifications and capabilities in delivering project management services in the public sector and correctional facility sector.
3. _____ As of April 15, 2021, the responder possesses a minimum of fifteen (15) years of in the business of delivering project management services.
4. _____ As of April 15, 2021, the proposed Jail Project Consultant staff resource possesses a minimum of five (5) years' experience in a lead project management-related role and is current on industry best-practices and has germane experience related to this engagement.
5. _____ The proposed Jail Project Consultant staff resource possesses the applicable combination of education, skills, experience and certifications (e.g. PMP, Scrum Master, etc.) to successfully oversee a major project involving multiple workstreams, departments, interdependencies and resources and will remain on the project as the consistent, dedicated project manager.
6. _____ The responder has provided at least 5 applicable references complete with project description, services provided, cost of project, and organizational contact information.

Signed: _____ Date: _____

Title: _____

Appendix B: Questionnaire

The following questionnaire must be completed and included with your response to this RFP. Type your responses in the same order as the questionnaire, listing the question first followed by your answer.

Contact and Company Information:

Name of Individual / Organization: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____ Fax: _____

Federal Employer ID #: _____ Website: _____

Proposed Jail Project Consultant Staff Resource:

Name: _____

Title: _____ Phone: _____ Email: _____

Years of Applicable Project Management Experience: _____

Project Management Certifications/Licenses: _____

Organization Background:

1. Please provide a general description and history of the organization, its operations (please include any history of mergers and/or acquisitions), year founded, ownership structure, biographies of the principals and percentage ownership by current employees.
2. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP including similar project work. Include experience in project management.
3. Describe the organization's experience with jail projects, the nature/type of project, services provided, outcomes achieved, and applicability to the requested services.
4. Provide detailed information regarding the proposed Jail Project Consultant staff resource (project manager) being proposed including the individual's skills, capabilities, education, certifications, licenses, etc. Specifically address whether, and to what degree, the proposed Jail Project Consultant staff resource obtains experience in jail or correctional facility discipline.

Appendix C: Fee Proposal

Please include detail regarding scope of services, deliverables and timeframe of the additional services.

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

REPRESENTATIVE: _____

Instructions:

- 1) List all of the activities, tasks or other work required to provide the services requested in this RFP.
- 2) List the staff members, staff member hourly rates and anticipated monthly and annual hours that will be dedicated to fulfilling the services requested in this RFP.
- 3) Include any and all other costs anticipated for completion of the work as well on an annual basis. Mark ups will not be allowed.
- 4) Attach at least 5 applicable references to include the names, contact information and brief synopsis of the work performed, outcomes achieved, cost of the project and services provided. Reference checks will be conducted for each finalist.
- 5) Identify all subconsultants (firm names and individuals) that may be working under this RFP and include the same information as requested in Appendix C Instruction Items 1,2, 3 and 4 (above) for those individuals/firms.
- 6) Attach limits of coverage for professional liability insurance and show proof of coverage for Worker's Compensation, Public Liability and Property Damage insurance.

TOTAL ANNUAL LUMP SUM AMOUNT (including subcontracted work): \$ _____

I, _____, an authorized representative of the above-indicated firm, have reviewed and understand the Jail Project Consultant Request for Proposals, and I/we am/are prepared to provide the required services for the above costs.

Signature

Printed Name

Title

Appendix D: Addendum to Contract

ADDENDUM TO CONTRACT

In anticipation and consideration of Beltrami County entering into a Contract for professional services, the Vendor/Contractor also agrees to the following:

- 1) The Contractor certifies that it, and /or its principals and/or proposed staff resource(s) is/are not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Minnesota, Beltrami County, the City of Bemidji or any other state or local government entity in that officer or employee's official capacity.
- 2) The Contractor certifies that it is not barred from contracting with Beltrami County, the City of Bemidji or the State of Minnesota because of any violation of either bid-rigging or bid rotating.
- 3) The Contractor certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with the contract to which this is an addendum, except as disclosed in the contract or an exhibit thereto. The Contractor shall promptly notify the County if it ever has reason to believe that this certification is no longer accurate.
- 4) To the extent governed by Minnesota Law and is applicable to the Contractor, Contractor agrees to:
 - a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination; and
 - b) Comply with the procedures and requirements of the Minnesota Department of Human Rights' regulations concerning equal employment opportunities and affirmative action; and
 - c) Provide such information, with respect to its employees and applications for employment, and assistance as the Minnesota Department of Human Rights may reasonably request.
- 5) The Contractor, at the time of execution of the contract, shall also furnish the County with insurance certificates of adequate limits, as later indicated, to protect the Beltrami County, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the County. No subcontractor will be allowed to perform any work under this contract by the County unless such certificates are submitted to and approved by the County beforehand.
- 6) The Contractor shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. Contractor shall further make all such books, records, and supporting documents related to the contract available for review and audit by the Beltrami County Auditor and by the Minnesota State Auditor and shall cooperate fully with any audit conducted by the Beltrami County Auditor and/or the Minnesota State Auditor and will further provide the Beltrami County Auditor and the Minnesota State Auditor full access to all relevant materials.

- 7) To the extent it applies to Contractor and this contract, Contractor agrees to comply with the Minnesota Prevailing Wage Law.
- 8) Contractor agrees to notify the Beltrami County Human Resources Director if it solicits or intends to solicit for employment any of the employees of the County during the term of the contract.
- 9) Contractor understands that the County and this contract are subject to the provisions of the Minnesota Freedom of Information Act, the Minnesota Data Practices Act and the Minnesota Open Meetings Act.
- 10) The Jail Consultant Request for Proposals (RFP), the Contractor's response to the RFP, together with any and all contracting documents, shall be incorporated by reference into and shall become a part of the full contract.
- 11) Counterparts. This Agreement and Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement and Addendum may be executed and delivered by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.
- 12) Under penalties of perjury, Contractor certifies that it has provided the correct Federal Taxpayer Identification Number to the County as part of this RFP.
- 13) Contractor is doing business as a(n) (please circle applicable entity):

- | | | |
|---------------------|------------------------------|--|
| • Individual | • Sole Proprietorship | • Partnership |
| • Corporation | • Not-for-Profit Corporation | • Tax Exempt Organization:
Tax Exempt Classification: |
| • Real Estate Agent | • Governmental Entity | _____ |
| • Trust or Estate | • Other: _____ | |
| | _____ | |

I, _____, an authorized representative of _____, have reviewed, understand and agree to the provisions contained in this Addendum for the Jail Project Consultant Request for Proposals, and I/we am/are prepared to include them in the final contract.

Signature

Printed Name

Title

Appendix E: Major Activities

The following table summarizes the major activities of the project, but should not be considered all-encompassing. As previously stated, the anticipated work and tasks will vary and there is no guarantee of a minimum number of hours of work and the County reserves the right to modify, cancel, or reassign the work at its sole discretion.

Task Name
Jail Project Activities/Schedule:
Facilitation of Meetings with Advisory Committees, Steering Committee, the Public, County Commissioners and others (ONGOING throughout project)
Pre-Meetings & Feasibility/NA Study SOW
Advertise, Interview, Select, Contract with Feasibility/NA Consultant
Conduct Feasibility/Needs Assessment Study
Review Draft Report, Revise & Present Findings with Committees
Public Communications & Meetings
DECISION POINT: Go / No Go
Develop Concept Design Consultant SOW
Advertise, Interview, Select, Contract with Concept Design Consultant
Develop Concept Design Concept Plans & Estimates
Review Draft Report, Revise & Present Findings with Committees
Public Communications & Meetings
DECISION POINT: Go / No Go
If Sales Tax: Move through Legislative/Citizen Approval Process
Bonding Process: Financial Review/Consultation
Bond Admin & Sale
Bond Issuance
DECIDE IF USING A CM – If So: Separately Contract to include during Design
Develop CM SOW
Advertise, Interview, Select, Contract with CM
Acquire Property/Permits
RFP for Design Firm
Advertise, Interview, Select, Contract with Design Firm
Conduct Design
Develop Bid Docs
Advertise, Select, Contract with Contractor
NTP & Mobilization
Construction
Punch Lists/Facility Commissioning/Testing & Cleaning/FFE/Move In
FACILITY OPEN