



REQUEST FOR PROPOSALS:

**FOR CONSTRUCTION MANAGER
AT RISK (CMAR) SERVICES
for the
Beltrami County Jail**

Issued – November 17, 2023

Responses Due

by 4:00 pm CT on December 11, 2023

I. Overview

Beltrami County is seeking proposals from construction management firms to submit qualifications in providing construction management at risk services for the Beltrami County Jail. This work follows an already completed Jail Needs Assessment and Feasibility study done in Beltrami County in 2022 and Predesign work in 2023. The County has hired Klein McCarthy Architects (KMA) an architectural firm to develop the bid documents and provide construction assistance services. The design work is currently in the Schematic Design Phase. Specific tasks to be performed are itemized in the following paragraphs titled “Scope of Work to be Performed.” Proposals will be received until 4:00 P.M. Central Time on December 11, 2023. All costs incurred by proposing firms are to be borne by the proposing firm.

II. Background

The existing Beltrami County Jail was built in 1989 and is operated by the Beltrami County Sheriff’s Office in Bemidji, Minnesota. The jail has design and operational limitations that have resulted in constrained capacity. Moreover, due to increased average length of stay, increased court processing times, county population growth and other factors, the jail’s population is projected to continue increasing. The current state of the Beltrami County Jail does not allow for detox, staging areas (new intake space), proper classification and recreation, booking area, and separation per Minnesota standards, nor the correct number of cells per classification. Not to mention the infrastructure has been patched, replaced, and most items are on back order due to the age of the product that needs to be fixed. In 2019, the Minnesota Department of Corrections (DOC) and Beltrami County agreed to begin a process to methodically address the future needs of the Beltrami County Jail.

On September 10, 2021, the County engaged Construction Engineers, Inc. (CEI) to serve as a project consultant. Their role is to organize meetings and manage the day-to-day advancement of the project. The County holds a separate contract with CEI and envisions the phasing out and transitioning of these services from CEI to the successful Construction Manager. The precise timing of the transition will need to be worked out by all parties.

On August 24, 2022, Beltrami County Commissioners received the Detention Center Needs Assessment from Justice Planners, LLC. The assessment evaluated 7 options to meet the projected jail inmate bedspace needs for Beltrami County over the next 30 years including the total cost of each option. Justice Planners recommended that the county move forward with the option to build a new jail as it reduces the number of inmates housed out of the county, addresses the health, safety, and cultural needs of the inmate population, and provides needed training space for staff and programming.

On May 24, 2023, Beltrami County hired Klein McCarthy Architects for all architectural and engineering services for Phases I – IV described in Section III. Phase I was completed and presented to the County Board on September 19, 2023. The County Board accepted the findings and authorized Klein McCarthy Architects to proceed with the Schematic Design work as part of Phase II services.

The current plan is to construct a 242-bed jail to be located on a remote site known as the “Crown Property” located on Pioneer Street SE, west of Railroad St SE. The design will be purposely planned for the projected number of inmates, the types of inmates that would be housed and required services based upon their risks and needs, the desired operational philosophy, the desired housing unit sizes and configurations, and have program spaces that meet the educational and cultural needs of all inmates. The facility will incorporate a design that accomplishes the least staffing required at the needed square footage. Design will incorporate all necessary information technology and court related technologies to minimize the transportation needs to and from the County Courthouse.

Beltrami County will continue working together with the DOC to ensure the project is designed to meet our current inmate housing population needs as well as the projected needs for years to come. We have worked diligently to include all regional stakeholders in the planning process and will continue to do so moving forward.

A webpage has been created by Beltrami County which provides all interested parties access to numerous documents, studies, meeting minutes, presentations and other pertinent information related to the Jail Project. Responders are encouraged to visit the webpage at: https://www.co.beltrami.mn.us/Departments/Law%20enforcement/Jail_Project.html to gather information and provide educated responses to this RFP.

III. Scope of Work to be Performed

Scope of Services: Shall be based on the A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The construction manager’s services will include two phases: the preconstruction phase and the construction phase, portions of which may proceed concurrently based on potential early bid packages. It is anticipated that the CM will be expected to provide the following services, although a final decision on the scope of work will be made during the contract negotiation:

- Work with Klein McCarthy Architects and Beltrami County to develop and coordinate a master schedule and manage and update as necessary.
- Attend Project Team meetings.
- Prepare cost estimates to confirm owner and architect’s budget.
 - End of schematic design drawings.
 - End of design development drawings.
 - Construction documents.
- Provide technical review of the design documents prior to issuance for bidding. Review all subcontractor and vendor bids with the owner and make recommendations for award in compliance with State of Minnesota and Beltrami County Purchasing rules.
- Responsible for Project Budget in cooperation with input from project design team and continual monitoring of budget design through implementation.
- Develop and manage a Construction Management plan including cost and time parameters, protocols and a complete management information system.
- Establish, monitor and enforce the construction schedule and develop mitigation strategies to remain on schedule.
- Provide extensive value engineering and constructability reviews of the contract documents.
- Evaluate and implement comprehensive cost avoidance, cost reduction and cost mitigation strategies including lower cost design alternatives, lower cost vendor and product alternatives, improved bid competition and other cost evaluation and containment strategies.
- Prepare full quantitative estimates for design development and construction documents phases corresponding to anticipated bid package breakdowns.
- Provide a Guaranteed Maximum Price (GMP) for the project.
- Acquire and remain compliant with all applicable permits, safety standards and regulatory requirements.
- Obtain required bonding and insurance policies and manage said bonds and policies.
- Assist in design document review and coordination.
- Assist in preparing bid documents, bid package breakdowns and descriptions, general conditions and Division 1 specifications.

- Analyze construction market and promote project to obtain maximum bid competition.
- Develop bid strategy which increase competition and supports Owner’s goals for local contractors and suppliers or other groups.
 - Assist in receiving, evaluating bids and conduct bid opening with Owner.
 - Prepare, implement, and maintain contracts with all subcontractors for all bid packages.
 - Obtain approvals from regulatory agencies.
 - Establish and maintain a project financial status reporting system.
 - Provide onsite services
 - Coordinate all bid packages, subcontractors and consultants.
 - Monitor and enforce construction schedule.
 - Analyze, negotiate and process change orders.
 - Prepare project construction reports, minutes and schedules.
 - Develop and implement a quality assurance plan.
 - Maintain record document set.
 - Assist in substantial completion and final completion inspection and preparation of punch lists.
 - Process contractor payment applications.
 - Monitor contractor safety programs.
 - Assist in reviewing and preparing all close-out documents including: warranties, operating and maintenance manuals, schedule and coordinate Owner training of system components.
 - Manage transfer of building operation to Owner.
 - Monitor, administer, and follow up on any warranty issues throughout the one year warranty period.

The County will be responsible for site surveys, soil testing, environmental testing, providing access to the proposed site and making existing project drawings, reports, studies, and specifications available to the selected CMAR firm.

This project will have four defined phases as follows. Each phase requires separately written approval, and no phases are guaranteed work for the responder. At this time Beltrami County has completed Phase I of the Scope of Services and Klein McCarthy Architects is currently designing in the Schematic Design Phase.

Phase I: Predesign including site review and evaluation, space programming, concept block diagrams, A/E design narratives, community education documents, renderings, space planning and project construction cost estimation through coordination with the County's Project Manager.

Phase II: Preconstruction: Schematic design, design development, construction documents, bid specifications, and bidding oversight. In addition, provide recommendations and guidance related to the re-use or removal of the existing jail facility and/or modifications to the Courts Building access.

Phase III: Construction: Project construction administration and project close-out.

Phase IV: Development of Policies, Procedures and Training documents for the operation of the newly constructed facility. These services are part of the A/E contract and not the CMAR.

Project Schedule: The County expects Preconstruction services to be completed within 11 months and a construction duration not to exceed 24 months. Post construction commissioning, if authorized, is estimated at 11 months. Completion dates are subject to change pending delays in approvals and/or project funding. The Schematic Design Phase will be completed in mid-December 2023 and the documents used for the first budget estimate by the CMAR.

The Responder, with the Responder's own forces, or through joint ventures or subcontractors, shall perform all work to enable the County to achieve the objectives described in the Scope of Services. However, if the Responder self-performs any work, it must show that work as a competitive, least-cost option.

IV. Minimum Qualifications

Qualifications of Responder. Proposer must be a firm whose experience and qualifications, as presented in Proposal submitted in response to this RFP, establish it, in the opinion of Beltrami County, as providing the best value for the county based on the selection criteria and its ranking in the evaluation process. At a minimum, the Proposer must provide evidence of providing successful Construction Manager At-Risk (CMAR) services in previous, similar construction projects. Qualifications for this project will be:

- Construction/Construction management for constructing high performance and energy efficient building envelope and mechanical systems projects.
- Low maintenance and long-life cycle design and construction projects.
- State, local or federal governmental project experience.
- Respondent's key personnel, experience and qualifications as a CMAR, safety records, references, quality control program, scheduling techniques and ability to meet schedules.
- Capability and experience utilizing CMAR project delivery method, in general, and the firm's philosophy and procedures for a CMAR project.
- Competitive cost and fees associated with project delivery using the CMAR delivery method and value engineering approaches.
- Respondent's ability to deliver the project on schedule and within the established Guaranteed Maximum Price (GMP).
- Respondent's capability and ability to coordinate its work with the entire Project Team (owner, architects, engineers) and previous experience and/or understanding of integrative design and project implementation principles.
- Respondent's understanding of and capability and willingness to participate in an Integrative Design Process.

V. Proposal Content

Submittals shall not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses shall be in the same order and numbering as the selection and evaluation procedures outlined herein. Each submittal should contain:

A. Tab 1 Executive Summary (Limit response to two (2) pages)

Provide a letter stating your interest in providing the requested services. Provide a brief overview of the firms' history and organization that includes the name of the firms' contact person, address, telephone, and email address.

List and briefly describe any pending or past (within 10 years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner.

B. Tab 2 Project Approach (35 points assigned, limit response to eight (8) pages)

Describe how your firm proposes to implement and manage the preconstruction, construction and project closeout process, as a whole. Please include how you intend to control and/or reduce costs and what your approach and strategy for promoting and including local and minority contractors/trades will be.

C. Tab 3 Experience and Adequacy of Personnel (45 points assigned, limit response to eight (8) pages)

Identify at least four (4) large and complex government building projects your firm has directly overseen as a CMAR (preferably jail projects) over the past five (5) years. Illustrate the experience of the firm and the current proposed staff as related to the desired jail preconstruction and construction services. The objective is to evaluate the past performance and effectiveness of the same team proposed to engage in the work in Beltrami County.

1. For each project please provide:
 - a. Name and location of the project and the project staff member involved in the project;
 - b. Final size and cost of the project and the original project budget;
 - c. The client's project manager's name, address, phone number, and email address;
 - d. Project start date; the date the project was completed or is anticipated to be completed.
 - e. The originally scheduled start dates and originally scheduled completion dates.
 - f. The nature of the firm's responsibility on the project;
 - g. List amount of construction contingency along with all amounts used and returned to the Owner;
 - h. List of any time extensions created by item g above.
2. Provide an organizational chart of the team highlighting the key individuals who will work on this project throughout the contract.
3. Provide brief resumes of the firm's key personnel to be assigned to the project including, but not limited to, the items in the list below. (One (1) page maximum per resume, does not count in (8) eight-page limit)
 - a. Name and current position held by the person
 - b. Title and project assignment
 - c. Experience:
 - (1) Types of projects
 - (2) Size of projects (dollar value of project)
 - (3) Description of their specific project involvement

D. Tab 4 Insurance (Limit response to one (1) pages)

The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with Beltrami County within 10 days of execution of this contract and prior to commencement of any work under this contract. Contractor shall secure an endorsement to each policy requiring a 10-day notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds, and a 30-day notice of cancellation for nonrenewal, or material change to all named and additional insureds.

Beltrami County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by Beltrami County, and copies of policies shall be submitted to Beltrami County upon written request. All subcontractors shall provide evidence of similar coverage.

General Liability Insurance: Beltrami County must be named additional insured

- \$1,500,000 each occurrence.
- No Less Than \$3,000,000 Aggregate coverage.
- No Less Than \$3,000,000 products and completed operations aggregate.
- Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

Business Automobile Liability Insurance: Beltrami County must be named additional insured

- \$1,500,000 on a combined single limit basis.
- Must cover owned, non-owned and hired vehicles.

Professional Liability

Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts of errors and omissions of Provider, its agent and employees in the amount of not less than \$2,000,000 per claim and \$4,000,000 annual aggregate. Insurance shall state that it is specifically for Construction Management At-Risk.

Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with Beltrami County.

Builder's Risk Coverage

Must cover the cost of the project.

E. Tab 5 Interaction with Governmental Regulatory Agencies (5 points assigned, limit response to two (2) pages)

Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications shall highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Demonstrate the firm's knowledge of the permitting process through regulatory agencies, including, but not limited to the Minnesota Department of Corrections, and/or regulatory agencies from states other than Minnesota that preside and govern over jail facilities and any authority having jurisdiction over a local jail, if applicable.

F. Tab 6 Effective Completion of Projects (10 points assigned, limit response to two (2) pages)

Describe the firms' current and future projected workload. Describe specifically the availability of proposed project personnel and the firms' daily ability to handle each aspect of the scope of services described herein. Describe how the proposed project personnel shall manage the project schedule and project budget.

G. Tab 7 References (5 points assigned, limit response to three (3) pages)

1. Identify the names and contact information for personnel that will be participating in interviews, if selected as a finalist for interview.
2. Identify the names and contact information for four (4) references for which the firm's key personnel as identified in Tab 3 above have designed or been involved in the types of projects outlined in this RFQ. Include up to two (2) letters of recommendation from your references. References shall not be employees or have any monetary interest in the Proposer's firm.

H. Tab 8 Fees (Limit response to two (2) pages)

1. Compensation Proposal:

Construction of the County's Jail Project is estimated at \$63.6M. Respondents should include three (3) separate fees for Construction Management At Risk (as described below) based on the proposed construction cost and a proposal of costs for construction/site services.

a) Provide a Lump Sum fee for the completion of Phase II Preconstruction services to be Performed. Clarify how any reimbursable costs will be handled and provide an itemized estimate for reimbursable costs. Note: Staffing shall not be considered a reimbursable expense. The fee for Pre-Construction Services to be "Cost of Work" should include:

- Planning and Scheduling
- Estimating
- Value Management
- Quality Review
- Preparing Contracts for Construction
- Review front end specifications
- Bid Procurement
- Project Director
- Tracking costs against the budget
- Design Meetings
- Clerical Costs
- All Staff Costs
- Overhead

b) Provide a proposed percentage fee for Construction services to be "Cost of Work" as described in AIA Documents A133 and A201.

c) Provide a proposed monthly fee with breakdown for the completion of Phase III of the Scope of Work to be Performed including the following staff and services:

- All Project Managers
- Safety Officer
- Project Superintendent
- General Superintendent
- Review Shop Drawings
- Prepare Change Orders
- Project Completions Reports
- Superintendent Vehicle
- Clerical Costs
- Building Permit Coordination
- Other Miscellaneous Staff Expenses
- Overhead

2. Cost Savings and Sharing: Respondents should include at least three (3) recent project examples of how they have successfully reduced costs including what strategies they used to reduce costs and how much the reduction was. The County expects to share in any and all cost savings realized via deductive Change Orders, lower actual bids, cost avoidance and reduction initiatives or other cost reduction strategies. Respondents should propose on how they intend to realize and share cost savings with the County.
3. Guaranteed Maximum Price (GMP): Respondents will provide a GMP for the project based on actual bids with an agreed upon contingency with no additional mark ups, buyouts, or other contingencies allowed. The County expects full transparency regarding development of the Guaranteed Maximum Price (GMP). A non-binding, preliminary GMP should be provided by the conclusion of the design development stage for estimating purposes. A final and binding GMP shall be developed at the conclusion of the final design phase. All bidding and procurement shall comply with the statutes and rules of the State of Minnesota and Beltrami County. The County shall be allowed to inspect all bids and cost estimates. The County reserves the right to reject the GMP and renegotiate with an alternative firm or use an alternative delivery model at any time.
4. Change Order Fees: Change Orders should be limited to the maximum extent possible. There will be no mark up or additional costs or surcharges for Change Orders unless the Change Order is additive at the direction of the County in which case the Change Order Fee shall not exceed five (5) percent of the Change Order.

VI. Submission of Proposals

An electronic proposal and eight (8) hard copies, inclusive of all requested information and supporting documents, should be submitted to Beltrami County Administrator, Tom Barry, electronically in one document (preferably a PDF document) at: tom.barry@co.beltrami.mn.us and through US mail at: Beltrami County, County Administration Building, 701 Minnesota Ave. NW Ste.200, Bemidji, MN 56601. Proposals **will be received until 4:00 P.M. Central Time on December 11, 2023**. Submissions must be made via email and hard copies to the identified contact person by the stated deadline. 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

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. Beltrami County may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and by submitting a response to this RFQ solicitation, the proposer acknowledges that Beltrami County may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to Beltrami County all such information and data for this purpose as Beltrami County may request. Proposals will be evaluated in accordance with criteria established consistent with the non-exhaustive factors for determining best value as listed in Minnesota Statute §§ 16C.28, Subd. 1b. and 471.345, Subd. 3a and Administrative Rule 1230.0800

All written submittals will be reviewed by a selection committee. The committee will select up to three (3) finalists scoring Tabs 2 – 7 of the submissions according to the weighted values denoted above. The committee may then interview the finalists or choose the preferred provider, negotiate a contract, and make a recommendation to the Beltrami County Board of Commissioners for approval. The Beltrami County Board of Commissioners shall make the final decision on the selection of the firm to provide services. Should negotiations with the number one ranked provider fail to result in a contract acceptable to Beltrami County appointed authorities, then Beltrami County reserves the right to negotiate with the second and third ranked firms for a project contract.

The successful firm will be expected to execute A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price with anticipated modifications including but not limited to Addendum A to this RFP (Attached) and any other Addendums required by the Beltrami County Board of Commissioners. The use of AIA Documents and the ability to modify AIA documents should be anticipated as a requirement of the contract. This Request for Proposals document and the Respondent’s Proposal shall be included and referenced in the final contract and shall be binding.

VIII. Anticipated Timeline and Contact Information (subject to change)

<u>Schedule</u>	<u>Dates</u>
RFP Issued	November 17, 2023
Advertisements	November 19, 26 and December 3, 2023
Deadline for Responder Questions	December 4, 2023
County Response to Questions	December 6, 2023
RFP Responses Due 4:00 p.m. CT	December 11, 2023
Candidate Shortlist	December 15, 2023
Candidate Interviews	December 21, 2023
Contract Negotiation	Weeks of December 20 & 27, 2023
Board Approval	January 16, 2024
Begin Services	January 17, 2024

Construction Management at Risk Services RFP Contact Information:

Name: Beltrami County Administrator, Tom Barry
Email: tom.barry@co.beltrami.mn **Phone:** (218) 333-8478
Mail: Beltrami County Administration Building
 701 Minnesota Ave. NW Ste.200
 Bemidji, MN 56601

IX. Submission Process

Deadline

To be considered for selection, hard copies of qualifications must be received at the above listed address and via e-mail in Adobe Acrobat format: tom.barry@co.beltrami.mn **until 4:00 P.M. Central Time on December 11, 2023.** Please name your file and include in the subject line of your correspondence: “Beltrami County Construction Management at Risk Services - 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 no later than the deadline of 4:00 p.m. CT, December 11, 2023. Please reference the “Beltrami County Construction Management at Risk Services - 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 Beltrami County Jail Project Consultant Tom Barry: tom.barry@co.beltrami.mn. All questions should be submitted to the County by 4:00 p.m. CT, December 4, 2023. Please reference the “Beltrami County CMAR Services - 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, December 6, 2023, 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 (Data Practices Act). 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 CMAR Services Contract and award the contract to the next most qualified firm if the successful firm does not begin the contracted services within fifteen (15) 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 an 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.

Appendix A: 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 Vendor 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 Federal Government, 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 Vendor 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 Vendor 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 Vendor 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 Vendor, Vendor 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 Vendor, 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 Vendor 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. Vendor 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) Vendor 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.
- 8) Vendor 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.

- 9) 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.
- 10) Under penalties of perjury, Vendor certifies that it has provided the correct Federal Taxpayer Identification Number to the County as part of this RFP.
- 11) Vendor 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 Construction Manager at Risk, and I/we am/are prepared to include them in the final contract.

Signature

Printed Name

Title