

REQUEST FOR PROPOSAL BEST VALUE PROCUREMENT PROPOSAL REQUIREMENTS

Project Name: 625 Building Mechanical & Electrical Infrastructure Upgrades

Contract Number: 5170A1

Project Number: 1007208

Release Date: May 4, 2021

Proposal Due Date: June 2, 2021

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SECTION 1 – GENERAL TERMS

1.1 PROJECT EXECUTIVE SUMMARY

Hennepin County (“the County” or “Owner”) expects to award a contract to the Proposer that offers the best value to the County based on the requirements of this solicitation. The Proposer selected for contract award will be deemed to be responsible and to have submitted a responsive proposal. The selected Proposer is expected to complete the Project without delays or cost increases within the Project Duration specified herein.

1.2 PROJECT DESCRIPTION / OWNER INTENT

The project site is the 625 Building, located at 615 4th Avenue South Minneapolis, Minnesota 55415. The building is a 16 story office tower built in 1979 and occupied in November of 1981 and was previously owned by Thrivent. The building is connected to the city skyway system and shares the block with a large parking ramp and apartments. The work consists of upgrading the primary mechanical, plumbing, low voltage and electrical systems in the building. The project also includes the removal of the existing systems including electrical panels, emergency generator, fire pumps and air handling units. The demolition of the piping and ductwork includes coordination with the hazardous materials professional. Most of the electrical and mechanical equipment is located in the lower level and connected to city services on the north end in 6th Street. Large mechanical units are on the 17th floor and rooftop. A large freight elevator connects all floors. There is a large loading dock on the north end of the building accessed through the street level parking structure.

Not included in this project is the construction or upgrading of any interior build outs, ceiling systems, lighting, building automation, boilers, chillers or HVAC distribution. Future projects will include Office Floor Plan remodels. This project is to upgrade and complete the building infrastructure to support these later remodels. Care should be taken to make minimal disruption to existing office layouts on floors 3 through 16. Repair all damages to existing walls and finishes according to the construction drawing notes. There is no work except as noted on the plans on the skyway restaurant, the street level retail or auditorium and the lower level conference center.

All work on the project to be coordinated with Hennepin County facilities staff working in the building. The building is mostly unoccupied but may occasionally be used by small groups. Electrical and mechanical disruptions need to be coordinated with staff.

The Work is further described in the Technical Specifications and Drawings, marked as Part 2 of this RFP, and hereby incorporated.

1.3 CONSTRUCTION BUDGET

The total construction budget for the Work is **\$12,500,000.00** (the “Budget”).

1.4 SCHEDULE OF CRITICAL DATES

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed necessary by the County.

Critical Date	Critical Schedule Item
Tuesday, May 4, 2021	RFP Released
Monday, May 17, 2021	Walkthrough #1 (see Section 1.6)
Tuesday, May 18, 2021	Virtual Pre-Proposal Meeting (see Section 1.6)
Wednesday, May 19, 2021	Walkthrough #2 (see Section 1.6)
Tuesday, May 25, 2021	Last Day for Questions
Friday, May 28, 2021	Issuance of Final Addendum (if needed)
Wednesday, June 2, 2021	PROPOSALS DUE (12:00 PM Central Standard Time) *Due via email to bestvalue@hennepin.us ; Subject Line: "Proposal for Contract 5170A1 – 625 Mechanical & Electrical Infrastructure Upgrades"
Thursday, June 10, 2021	Subcontractor Participation Form Due (2:00 PM Central Time)
Wednesday, June 16, 2021	Virtual Interviews via Microsoft Teams
Friday, June 18, 2021	Pre-Award (Tentative) via Microsoft Teams
Late July	Anticipated Notice to Proceed (Tentative)

1.5 PROJECT DURATION

A. SUBSTANTIAL COMPLETION

The Owner’s estimated Project Duration, as defined in Section 1.7.5 hereof, is 310 days. Prior to contract award, the Owner and the selected contractor will agree on the Project Duration, which shall be made a part of the contract.

1.6 WALKTHROUGH & VIRTUAL PRE-PROPOSAL MEETING – HIGHLY RECOMMENDED FOR CONTRACTORS

1. Site Walkthrough:

Site Walkthrough #1:

Monday, May 17, 2021 at 8:00AM-10:00AM or 10:30AM-12:30PM

625 Building

625 4th Ave S, Minneapolis, MN 55415

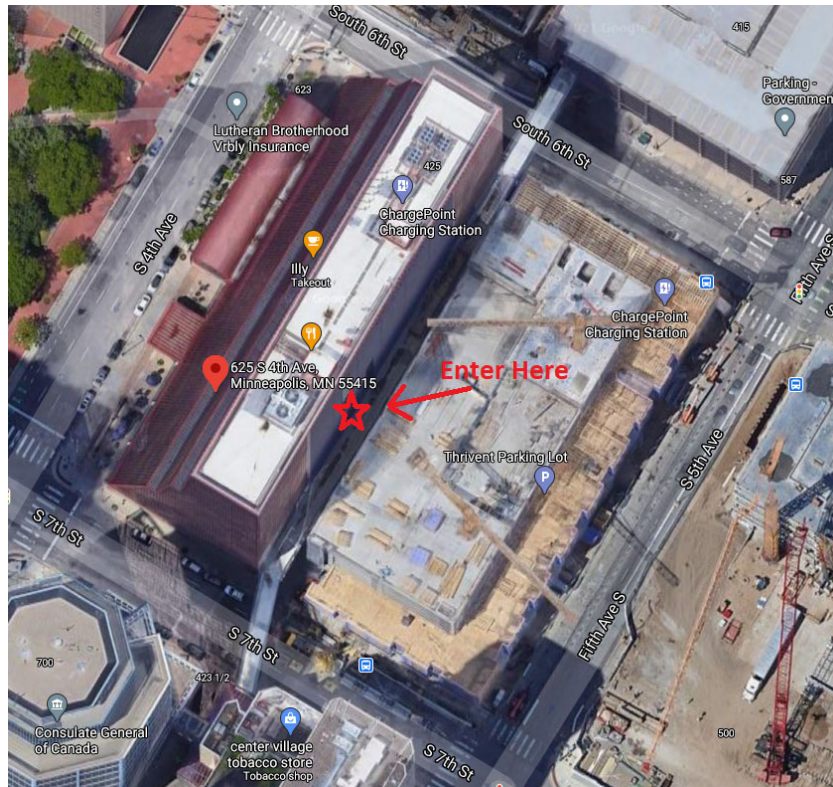
Site Walkthrough #2:

Wednesday, May 19, 2021 at 8:00AM-10:00AM or 10:30AM-12:30PM

625 Building

625 4th Ave S, Minneapolis, MN 55415

625 Mechanical & Electrical Infrastructure Upgrades
Hennepin County Contract No.5170A1



2. Pre-registration is required:
 - a) Please email FS.Resource@hennepin.us to pre-register for the site walkthrough. Please put “Site Tour Registration – 625 Bldg (5170A1)” as the subject line of the email. Someone will email you back with the available time slot.
 - b) Walkthrough is limited to two (2) team members per company.
 - c) Pre-Registration closes 24 hours before the scheduled walkthrough.
 - d) If you do not pre-register you risk not being able to attend walkthrough.

3. Site Walkthrough Guidelines:
 - a) All visitors for the site walkthrough must wear face masks and comply with federal, state and local laws related to health and safety. In addition, all visitors must follow Minnesota Department of Health Guidelines and CDC guidance for COVID-19.
 - b) If you are feeling sick or showing any symptoms the day of OR in the days leading up to the walkthrough, please alert us and DO NOT attend the walkthrough.
 - c) In order to abide with these requirements, small group tours will be limited to no more than eight (8) visitors.
 - d) No questions will be answered during the walkthrough. It is provided for visualization reasons only. Written questions may be submitted as provided in Section 4.2 hereof.
 - e) A best value and project information presentation will not be part of the site walkthrough. Instead, information about Hennepin County’s best value procurement process and the project will be presented at the Virtual Pre-Proposal Meeting, which will also be posted on the HC website.

5. **Virtual Pre-Proposal Meeting**
 - a) Tuesday, May 18, 2021 from 2:00pm to 3:00pm.

- b) To attend the online meeting, use the website link and call-in information listed below. Any questions please contact FS.Resource@hennepin.us

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 612-263-6117,595480542#](tel:+16122636117595480542) United States, Minneapolis

Phone Conference ID: 595 480 542#

Questions can be asked; however, no questions will be answered during the Pre-Proposal Meeting. The answers will be provided via addendum. Written questions may also be submitted as provided in Section 4.2 hereof.

- c) Attendance at the Pre-Proposal Meeting is not mandatory but encouraged.
d) This Pre-Proposal Meeting will use the Microsoft Teams platform. It will be recorded and posted to the County website under “Facility Construction” at the follow link: [Contract opportunities Hennepin County](#)

1.7 DEFINITIONS

The terms defined in Article 1.1 (Basic Definitions) of the General Conditions of the Contract for Construction in the Hennepin County modified AIA Document A201-2017, or in other Contract Documents, are applicable to the Proposal Documents. The following additional terms have the meaning stated below:

- 1.7.1 “Addenda” are written, or graphic instruments issued by the Owner or Architect on the Owner’s behalf prior to the execution of the Agreement that modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.
- 1.7.2 “Adjusted Total Base Cost” is the sum of the amounts stated in the Cost Proposal Form (Attachment B) for which the Proposer offers to perform the Work, inclusive of the Total Base Cost and any alternate(s) accepted by Owner.
- 1.7.3 “Bid” and “Bidder” have the same meaning and are used interchangeably in the Contract Documents with the terms “Proposal” and “Proposer,” respectively.
- 1.7.4 “Critical Team Members” are the persons the Owner designates in the Cost Proposal Form (Attachment B) by functional position within the Proposer’s team, whether they be employees of the Proposer or a subcontractor. Such designated persons are required to participate in interviews.
- 1.7.5 “Project Duration” refers to the number of consecutive calendar days that accrue between the date a Notice to Proceed is issued and the date specified for Substantial Completion of the Work.
- 1.7.6 The “Project” is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.
- 1.7.7 A “Proposal” is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Requirements.

- 1.7.8** “Proposal Documents” include the Request for Proposals and the Contract Documents. The Request for Proposals consists of the Proposal Requirements, including the Cost Proposal Form (Attachment B) and the Technical Specifications and Drawings. The proposed Contract Documents consist of the Technical Specifications and Drawings, the form of Agreement between the Owner and Contractor (the “Agreement”), General and Supplementary Conditions of the Contract for Construction, all Addenda issued prior to execution of the Agreement, a Bulletin, if applicable.
- 1.7.9** A “Proposer” is a person or entity that submits a Proposal in response to this Request for Proposals.
- 1.7.10** The “Superintendent” is an employee of the Proposer who will be on-site at all times, and will be directly responsible for all site activity, during the construction period. This person’s responsibilities include ensuring compliance with job safety rules and regulations, coordinating the work of the prime and subcontractors, reviewing any plan discrepancies in the field, monitoring activities of subcontractors to ensure compliance with project specifications, and evaluating workmanship and quality.
- 1.7.11** The “Total Base Cost” is the amount stated in the Cost Proposal Form (Attachment B) for which the Proposer offers to perform the Work described in the Proposal Documents, exclusive of the sum of any alternate(s) accepted by Owner, or other adjustment to this amount as agreed to in writing by the Owner and Proposer.
- 1.7.12** A “Unit Price” is an amount stated in the Cost Proposal Form (Attachment B) as a price per unit of measurement for materials, equipment, services or a portion of the Work as described in the Proposal Documents.
- 1.7.13** The “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

SECTION 2 – PROPOSAL REQUIREMENTS & EVALUATION PROCESS

2.1 GENERAL INFORMATION

This Request for Proposals (“RFP”) constitutes an invitation to submit a proposal to the County. It is not to be construed as an official request for bids and any proposal submitted pursuant to this RFP is ***NOT A BID***.

The County reserves the right to determine, in its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; to seek clarification from any Proposer(s); to reject any or all proposals with or without cause; to cancel this RFP; to waive any irregularities or informalities in any proposal; and to add, delete, or modify any requirement or statement in this RFP if it determines doing so is in its best interest.

The County shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at interviews, or any other activity associated with this RFP or otherwise. Submission

of a proposal as provided herein shall neither obligate the County to enter into an agreement with the Proposer nor vest the Proposer with a right to enter into an agreement with the County.

It is understood that any proposal received and evaluated by the County can be used as a basis for direct negotiation of the cost and terms of a contract between the County and the entity submitting such proposal. The County also reserves the right to use any or all service ideas presented by Proposers. Selection or rejection of a Proposer does not affect this right.

Proposals submitted to the County are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information or trade secret information pursuant to Minnesota Statute Section 13.37. If a Proposer believes any nonpublic information will be supplied in response to this RFP, the Proposer must take reasonable steps to identify and provide reasonable justification to the County regarding which data, if any, falls within an applicable exception under the Minnesota Government Data Practices Act. However, the Proposer agrees as a condition of submitting a proposal that the County will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality or other disclosure as may be related to the submitted proposal. The Proposer agrees, by submitting a proposal, to indemnify the County from any liability resulting from any and all third-party claims and/or losses which may arise as a result of the disclosure of, or failure to disclose, information.

The County is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intent of the County to enter into a contract with the Proposer offering the best value and with which it can make the most satisfactory arrangements for its needs.

2.2 THE BEST VALUE SELECTION PROCESS

The County will select the Proposer that offers the County the best value to deliver the Work described in Part 2 hereof. The County's best value selection process consists of two phases:

- In **PHASE I**, the County determines whether a proposal is responsive to the RFP and whether the Proposer is a responsible firm. Section 2.3 (Responsiveness) describes how the County determines Proposer responsiveness. Section 2.4 (Responsibility) describe the County's method for determining whether a Proposer is responsible. **A Proposal must be responsive and the Proposer responsible for the Proposer to advance to Phase II.**
- In **PHASE II**, the County administers the Evaluation Process described in Sections 2.4 – 2.6.

After completion of these two phases of the selection process, the highest scored proposer is invited to participate in the Pre-Award Phase, described in Section 2.7.

2.3 A. RESPONSIVENESS (Acceptance or Rejection)

Only responsive proposals will be evaluated and considered for award. The County will determine whether each proposal received prior to the submission deadline is responsive to the RFP. In making this determination, the County will review each proposal for completeness, including all required signatures and other required data. If the County determines a proposal is responsive, it will be accepted and will be subject to further review. If a proposal is determined to be non-responsive, it will be rejected.

For a proposal to be responsive, the Proposer **MUST**: 1) submit a proposal that follows the format and sequence specified in this RFP; and 2) complete and submit all required documentation described in this RFP.

B. PROPOSER RESPONSIBILITY (Acceptance or Rejection)

A Proposer found to be not responsible will not advance to Phase II of this best value selection process and will be rejected. In determining whether a Proposer is responsible, the County may consider, but is not be limited to, the following factors:

1. The quality of the Proposer's performance on previous projects;
2. The timeliness of the Proposer's performance on previous projects;
3. The Proposer's compliance with contract requirements on previous projects;
4. The Proposer's ability to prepare appropriate project schedules and other submittals;
5. The Proposer's technical capabilities;
6. The individual qualifications of the Proposer's key personnel; or
7. The Proposer's financial ability to perform the contract.

"Performance on previous projects" does not include the exercise or assertion of a person's legal rights.

Additionally, a Proposer must submit the "Responsible Contractor Verification and Certification of Compliance" form, which is included in Part 2, Technical Specifications.

C. ORGANIZATIONAL CONFLICTS OF INTEREST

The County will not evaluate a proposal or consider for a contract award a Proposer that performed work or provided services to a consultant or contractor that provided consulting services to the County when the work or services provided by such Proposer concerned the development of bid packages or cost estimating for the Project described herein and for which this Request for Proposals is issued. The County reserves the right to waive a conflict of interest or accept a Proposer's mitigation plan for eliminating a conflict of interest or reducing the negative effects of a conflict of interest.

2.4 EVALUATION PROCESS

A. EVALUATION PHASES

The County uses a two-phase process to evaluate responsive proposals from responsible proposers.

EVALUATION PHASE I – COST ANALYSIS

All proposals (deemed responsive from responsible proposers) will receive a score based on the Total Base Cost.

Short-Listing Three (3) Proposers

The County will determine a score for each Proposer's Adjusted Total Base Cost; however, *only the three (3) lowest-priced Proposers*, based on a score derived solely from the proposal's Adjusted Total Base Cost, will advance to Evaluation Phase II.

EVALUATION PHASE II – ANALYSIS OF NON-COST FACTORS

This phase consists of an evaluation of the following non-cost factors:

1. Plan for Managing Project Risks

During the interview of a Proposer's Critical Team Members, the county will inquire into the Proposer's understanding of the Project's major risks; its plan (or method) for managing, reducing or eliminating those risks; and past instances when it successfully employed the same or a sufficiently similar method to manage and/or mitigate such risk(s).

2. Plan for Project Delivery

During the interview of a Proposer's Critical Team Members, the county will inquire into the Proposer's plan for delivering the Work. Proposers should expect to be questioned about the general progress of the Work, including milestones, phases (where applicable) and the critical path. The Proposer's plan for delivering the Work should correspond to the Project Construction Schedule (Attachment D) it submits with its proposal.

3. Emerging SBE Participation – As an incentive for Proposers to include CERT-certified Emerging Small Business Enterprise (ESBE) firms¹ in the delivery of the Work, the County will award points for ESBE participation in the contract, either as an ESBE prime- or sub-contractor. ESBE participation will be scored as follows:

A. Total Available Points for ESBE Participation

100 available points may be earned by the participation of ESBE firms.

B. Scoring Method

- Proposers can earn up to 90 points based on the participation of ESBE firms in the demolition of the following portions of the Work:
 - 40 available points for mechanical demolition
 - 30 available points for electrical demolition
 - 20 available points for plumbing demolition
- Proposers can earn up to 10 points based on the participation of ESBE firms in any aspect of the Work other than demolition.
- The participation of ESBE firms delivering the above demolition packages will be scored using a simple linear relationship model under which the Proposer with the highest percentage of ESBE participation in each demolition package, or for non-demolition participation, will earn all the points allocated to the subset.

The Proposer with the next highest percentage of ESBE participation in each subset will earn a prorated percentage of the total points that reflects the difference between the percentage of ESBE participation it has for the subset compared to the Proposer with the highest percentage of ESBE participation in the subset.

¹ CERT-certified ESBE firms refers to businesses certified as a Small Business Enterprise (SBE) firm and further designated as an Emerging SBE firm (ESBE) by the Central Certification (CERT) Program.

- The percentage of ESBE participation assigned to a Proposer will be based on the information the Proposer includes in its Subcontractor Participation Form, as verified by the county.
- Calculations will be based on the conventional rounding of decimals to whole numbers.

C. Documenting and Verifying a Proposer’s ESBE Participation in the Project

The county will send all Short-Listed Proposers an email request to submit **Subcontractor Participation Forms**. In total these forms must identify all subcontractors and suppliers at all tiers in the project. **Proposers should submit forms on behalf of their team after all subcontractors/suppliers have completed and signed a form confirming their participation in the project.**

D. All ESBE Contractors Must Perform a Commercially Useful Function

An ESBE firm performs a commercially useful function when it is responsible for execution of the Work of the contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the ESBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing and paying for the material itself.

An ESBE firm will not be deemed to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of ESBE participation.

When an ESBE firm is presumed not to be performing a commercially useful function as described herein, the ESBE firm may present evidence to rebut this presumption.

Proposers are hereby notified of the following:

If a Proposer is awarded the contract for the Project and the Proposer earned points for ESBE Participation during the best value selection process, it will be required to deliver a portion of the Work through ESBE firms for no less than the percentage of ESBE participation for which it earned points.

B. EVALUATION CRITERIA & WEIGHTS

Score Based on 1,000 Available Points

- 500 pts available from Cost
- 500 pts available from Non-Cost Factors

WEIGHT	CRITERIA
STEP I – EVALUATION OF COST	
500 points	Total Base Cost

STEP II – EVALUATION OF NON-COST FACTORS	
150 points	Plan for Managing Project Risks
250 points	Plan for Delivering the Project
100 points	Emerging SBE Participation
	<i>40 available points for mechanical demolition</i>
	<i>30 available points for electrical demolition</i>
	<i>20 available points for plumbing demolition</i>
	<i>10 available points for Emerging SBE participation other than demolition</i>

2.5 ANALYSIS OF PROPOSALS

Proposers will be evaluated in accordance with the evaluation process, criteria and weights described in Section 2.4 (EVALUATION PROCESS).

The County will use a simple linear relationship model to score and rank Proposers based on the evaluation of cost, submittals and interviews. This model assigns the most points to the Proposer with the highest score in each criterion, and fewer points to the other Proposers (based on their relative distance from the highest score).

Note: The chart below illustrates this scoring method but does not necessarily reflect the specific non-cost factors, or their relative weight, selected for this project.

Submittal Score & Proposal Cost						Points Breakdown		
No.	Criteria	Weight	Proposer A	Proposer B	Proposer C	Proposer A	Proposer B	Proposer C
EVALUATION OF COST								
1	Total Base Cost	500	\$10,000	\$15,000	\$12,500	500	333	400
EVALUATION OF NON-COST FACTORS								
2	Risk Plan	150	7	7	5	150	150	107
3	Project Planning & Delivery	250	5	7	3	179	250	107
4	ESBE Participation	100	60%	20%	30%	100	33	50
Total Scores						929	766	664

In the “Score” column, Proposer A receives “500” points for cost because it has the lowest cost. Proposer B receives “333” points for cost ($\$10,000/\$15,000 \times 500$ points). Proposer C receives “400” points for cost because ($\$10,000/\$12,500 \times 500$ points). The same computational method is applied to each Non-Cost Factor.

2.6 INTERVIEWS

A. DESIGNATION OF CRITICAL TEAM MEMBERS

The following functional positions are designated as Critical Team Members:

- The Project Manager
- The Superintendent
- The Mechanical Lead
- The Electrical Lead

B. INTERVIEW PROTOCOLS

The named persons listed as Critical Team Members in the Proposer's Proposal Cover Page and Checklist Form (Attachment A) must participate in an interview(s) on the date specified by the County. No substitutes or proxies will be permitted. These named persons are also required to perform in the same functional role as listed in the Cost Proposal Form during Proposer's delivery of the Work.

The County may also request interviews with such additional personnel associated with a Proposer or its subcontractors as it deems necessary. The County may request interviews with individuals separately. If the County elects to interview a person separately from other members of the Proposer's team, no other person from the Proposer's team or company will be allowed to attend, observe or participate in such interview.

The County may request additional information from a Proposer prior to interviews. A Critical Team Member who fails to attend the scheduled interview may jeopardize the competitiveness of the Proposer with whom they are associated.

Interviews will consist of questions that address the Non-cost Factors identified in Section 2.4 above. Proposers should be prepared to explain and answer questions about their submittals and plan for delivering the Work. Evaluators will not have cost information identified with a specific Proposer. Interviewees are therefore requested to not disclose their submitted cost information to evaluators during an interview.

All information presented by Proposers during an interview may be used by the County and incorporated into the Contract Documents.

2.7 PRE-AWARD PHASE

The highest scoring Proposer, based on the points derived from the Cost and the Non-Cost Factors, will be invited to participate in the Pre-Award Phase. This Phase provides the invited Proposer with the opportunity to refine or adjust, as necessary, its project delivery plan in consultation with the County's project team prior to contract award. The County will provide this Proposer with specific instructions for the Pre-Award Meeting.

SECTION 3 – SUBMITTALS

3.1 SUBMITTAL FORMAT

All submittals must be 8½" x 11", unless otherwise indicated.

All blanks to be filled-out by the Proposer on the Cost Proposal Form must be legibly executed in a non-erasable medium. Interlineations, alterations and erasures must be initialed by the signer of

the proposal. Sums must be expressed in both words and figures. In the case of a discrepancy, the amount written in words shall govern.

3.2 SUBMITTAL INDEX

Hard copy versions of the templates listed below are provided as attachments. Proposers must NOT re-create, re-format, or modify the templates (including altering font size, font type, font color; or adding colors, pictures, diagrams, etc.).

Proposers must include the following forms/attachments with their proposal:

1. PROPOSAL COVER PAGE AND CHECKLIST (Attachment A)

On the Proposal Cover Page and Checklist, Proposers must identify by name the following **Critical Team Members**:

From Proposer's Firm:

- The Project Manager
- The Superintendent

From Proposer's Subcontractors: *(If either of the below listed scopes of work will be self-performed by the Proposer, Proposer should identify the person from its firm who will be responsible for the work.)*

- The Mechanical Lead
- The Electrical Lead

2. COST PROPOSAL FORM (Attachment B)

3. COST BREAKDOWN FORM (Attachment B-1)

The values listed in the Cost Breakdown template should reflect the Proposer's Total Base Cost (as stated in Attachment B) as well as an accurate allocation of cost within the project work scopes.

4. PROJECT CONSTRUCTION SCHEDULE (Attachment D)

5. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (Exhibit 2)

6. SUBCONTRACTOR PARTICIPATION FORM (Exhibit 3)

7. RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE FORMS (See technical specification section 00 80 00 – project forms)

SECTION 4 – MISCELLANEOUS

4.1 SUBMITTING PROPOSALS BY EMAIL

The Proposal must be submitted by email to:

bestvalue@hennepin.us

Subject Line: "Proposal for Contract No. 5170A1 625 Mechanical & Electrical Infrastructure Upgrades"

Attn: Michael Rosenfeld

Do not submit copies to any other person or location.

The proposal must be received by the date and time specified in Section 1.4 of this RFP. It must include the Proposer's name, address and the project name and project number. Proposals received after the time and date for receipt of proposals may not be accepted.

The County will not accept a proposal submitted orally, by telegraph, facsimile or by any other means than by email. The County is not responsible for delays or losses caused by the mode of transmission of the proposal. The Proposer is fully responsible for timely delivery of its proposal at the date and time specified in this RFP for the receipt of proposals.

4.2 QUESTIONS AND INQUIRIES

Inquiries related to the *Technical Specifications and Drawings* should be submitted, in writing, to both:

Matt Johnson
DLR Group
mjohnson@dlrgroup.com

and

Jerome Ryan
Hennepin County Facility Services Department
jerome.ryan@hennepin.us

and

Michael Rosenfeld
Hennepin County Purchasing Department
michael.rosenfeld@hennepin.us

Inquiries related to any other aspect of this RFP or the contract award should be submitted, in writing, to:

Michael Rosenfeld
Hennepin County Purchasing Department
michael.rosenfeld@hennepin.us

and

Josh Kohman
Hennepin County Facility Services Department
Josh.Kohman@hennepin.us
fs.resource@hennepin.us

The last date for receipt of written questions is listed in the Schedule of Critical Dates (Section 1.4). If a Proposer believes an error appears in the RFP, it is asked to notify Michael Rosenfeld, Hennepin County Purchasing Department, of such error at the address noted above, not later than the date and time indicated for receipt of written questions.

4.2 ADDENDA

The County may issue addenda prior to the date for submission of proposals. Proposers must acknowledge on the **Proposal Cover Page and Checklist** (Attachment A) that they reviewed all issued addenda.

4.3 PROPOSER'S AUTHORITY

The Proposal must state the legal name of the Proposer and identify its legal form of organization. The Proposer must provide evidence of legal authority to perform within the jurisdiction of the Work. Each Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation must further identify the state of incorporation.

4.4 EXTENSION OF TIME

Hennepin County reserves the right to extend the Proposal due date by addendum.

4.5 RIGHT TO WITHDRAW RFP

The County reserves the right to add, amend, withdraw and/or cancel, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

4.6 ATTACHMENTS AND EXHIBITS

- Attachment A – Cover Page and Checklist
- Attachment B – Cost Proposal Form
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ATTACHMENT A

Proposal Cover Page and Checklist

Project Number:	5170A1
Project Name:	625 Mechanical & Electrical Infrastructure Upgrades

PROPOSAL CHECKLIST

The following document are required for this Proposal:

<input type="checkbox"/> Attachment A	Complete all required information	<input type="checkbox"/> Attachment D	Complete all required information
<input type="checkbox"/> Attachment B	Complete all required information		
<input type="checkbox"/> Attachment B-1	Complete all required information		
<input type="checkbox"/> Section 008000	Responsible Contractor Verification and Certification of Compliance Form		

CRITICAL TEAM MEMBERS:

Name of Proposer (GC):	➤
	Company Name
Name of GC's Project Manager:	➤
	Name
	➤
Name of GC's Superintendent:	Email
	➤
	Name
	➤
	Email

From Proposer’s Subcontractors

Name of Mechanical Lead:	➤
	Name
	➤
Name of Electrical Lead:	Email
	➤
	Name
Name of Electrical Lead:	➤
	Email
	➤

ADDENDA ACKNOWLEDGEMENT

Proposer acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into its proposal (*List all addenda dates issued for this project and initial*):

No.	Date/Initials	No.	Date/Initials	No.	Date/Initials	No.	Date/Initials
No.	Date/Initials	No.	Date/Initials	No.	Date/Initials	No.	Date/Initials

COVID-19 SAFETY PROTOCOLS

By signing below, the Proposer confirms that it will implement during the performance of the contract the safety measures that reflect the guidelines of the Minnesota Department of Public Health and the Center for Disease Control in response to COVID-19.

AUTHORIZED SIGNATURE

By signing below, the Proposer acknowledges that they have carefully examined all RFP Documents and understand all instructions, requirements, specifications, terms and conditions; and that all statements, information, costs, and schedules submitted in response to the RFP are current, complete, true and accurate.

Legal Name of Company	State of Incorporation/Organization
Address	
Printed Name of Company Representative*	Signature of Company Representative
E-mail	Date
Phone	
Federal Tax Id	

* Must be an officer of the company with authorization to bind it to the provisions of the RFP/Contract

ATTACHMENT B
Cost Proposal Form

Name of Proposer (GC):	
	Company Name

ALLOWANCES: Proposers must include this amount in their Total Base Cost

PROJECT COST

Total Base Cost: \$ _____ (Lump Sum)

Dollars

AMOUNT WRITTEN IN WORDS

UNIT PRICES

	Unit Price
Asbestos abatement Unit Price 1: Non-holiday/non-Sunday fully loaded hourly rate per abatement contractor crew member for asbestos abatement work for change orders beyond scope of project specification base bid	\$ _____/Hour
Asbestos abatement Unit Price 2: Holiday/Sunday fully loaded hourly rate per abatement contractor crew member for asbestos abatement work for change orders beyond scope of project specification base bid	\$ _____/Hour

ATTACHMENT B-1
Cost Breakdown Form

CSI SECTION	DESCRIPTION OF WORK	SCHEDULED VALUE
01-00-00	General Conditions and Requirements	\$
02-00-00	Existing Conditions, Demolition, Remediation	\$
03-00-00	Concrete	\$
04-00-00	Masonry	\$
05-00-00	Metals	\$
06-00-00	Wood, Plastics, Composites	\$
07-00-00	Thermal and Moisture Protection	\$
08-00-00	Openings	\$
09-00-00	Finishes	\$
10-00-00	Specialties	\$
11-00-00	Equipment	\$
12-00-00	Furnishings	\$
13-00-00	Special Construction	\$
14-00-00	Conveying Equipment	\$
21-00-00	Fire Protection	\$
22-00-00	Plumbing	\$
23-00-00	Heating, Ventilating, Air Conditioning	\$
23-09-00	Instrumentation and Control for HVAC - ALLOWANCE**	\$ 900,000
25-00-00	Integrated Automation	\$
26-00-00	Electrical	\$
27-00-00	Communications	\$
28-00-00	Electronic Safety and Security	\$
31-00-00	Earthwork	\$
32-00-00	Exterior Improvements, Plantings	\$
33-00-00	Utilities	\$
	TOTAL	\$

** The county will award a contract for the Instrumentation and Control for HVAC portion of the Work (the BAS scope) using its best value procurement process and assign the contract to the Contractor selected for the Project. If the amount of this competitively procured BAS contract is greater than the \$900,000, the county will fund the difference through a change order. If the BAS contract price is less than \$900,000, the county will issue a change order to reduce the contract price accordingly.

ATTACHMENT D

Project Construction Schedule

Project Construction Schedule Include as an attachment to this form, a bar type schedule, formatted as an 11x17 inch Gantt chart, that reflects your plan for delivering the Project and shows major project milestones. The schedule should reflect the number of days included in your plan to substantially complete the Work.

EXHIBIT 1

ADDITIONAL INSTRUCTIONS TO PROPOSERS

TABLE OF ARTICLES

- 1 PROPOSER'S REPRESENTATIONS**
- 2 PROPOSAL DOCUMENTS**
- 3 *RESERVED***
- 4 PREVAILING WAGES**
- 5 MODIFICATION OR WITHDRAWAL OF PROPOSAL**
- 6 NON-COLLUSION**
- 7 PERFORMANCE BOND AND PAYMENT BOND**
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**
- 9 EXAMINATION OF THE SITE AND DOCUMENTS**
- 10 PROMPT PAYMENT TO SUBCONTRACTORS**
- 11 CONTRACT TIME**
- 12 HENNEPIN COUNTY AFFIRMATIVE ACTION (AA) POLICY**
- 13 SMALL MINORITY-OWNED BUSINESS ENTERPRISE (SMBE) AND SMALL
WOMEN-OWNED BUSINESS ENTERPRISE (SWBE) PROGRAM**
- 14 WORKFORCE ENTRY PROGRAM**

ARTICLE 1 PROPOSER'S REPRESENTATIONS

§ 1.1 The Proposer by submitting a Proposal represents that:

- .1 The Proposer has read and understands the Proposal Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Proposal is submitted, and for other portions of the Project, if any, that are currently under construction or for which Proposals or bids are being solicited.
- .2 The Proposal is made in compliance with the Proposal Documents.
- .3 The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.
- .4 The Proposal is based upon the materials, equipment and systems required by the Proposal Documents without exception.
- .5 The Proposer certifies that its firm is not prohibited from doing business with either the Federal or State of Minnesota Governments as a result of debarment or suspension.

ARTICLE 2 PROPOSAL DOCUMENTS

- § 2.1 Proposers must use complete sets of Proposal Documents in preparing a Proposal; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Proposal Documents.
- § 2.4 The Owner and Architect may make copies of the Proposal Documents available on the above terms for the purpose of obtaining Proposals for the Work. No license or grant of use is conferred by issuance of copies of the Proposal Documents.

ARTICLE 3 RESERVED

ARTICLE 4 PREVAILING WAGES

- § 4.1 In submitting its Proposal, the Proposer understands and agrees that if awarded the Contract, its company and all of its subcontractors, inclusive of all tiers, will pay all laborers and mechanics employed in connection with the contract not less than the wages prevailing in Hennepin County, Minnesota for the various skills and trades employed, as determined by the Commissioner of the Minnesota Department of Labor and Industry, as specifically noted in the Contract Documents, and shall submit a Contractor/Subcontractor Certification form and weekly payroll reports and related documentation through the County's LCPtracker system or by such other means specified by the County. Additionally, the Proposer awarded the Contract must ensure that its subcontractors, inclusive of all tiers, submit all required documentation to the County and comply with all other requirements of the Labor Standards Provisions of the Contract Documents.

ARTICLE 5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

- § 5.1 Unless agreed to by the County, in writing:
- .1 A Proposal may not be modified, withdrawn or canceled by the Proposer for a period of ninety (90) days following the time and date designated for the receipt of Proposals; and
 - .2 The Proposer agrees that the cost listed for Alternates on the Cost Proposal Form (Attachment B) shall hold firm for One Hundred Eighty (180) days following Owner's issuance of a Notice to Proceed for the Work.

The submission of a Proposal conveys the Proposer's agreement to this provision without reservations or qualifications.

- § 5.2 Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposer. Written confirmation over the signature of the Proposer shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Proposals. A change shall be so worded as not to reveal the amount of the Cost of the original Proposal.
- § 5.3 Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Proposal Requirements.
- § 5.4 Proposal security, if required, shall be in an amount sufficient for the Proposal as resubmitted.

ARTICLE 6 NON-COLLUSION

§ 6.1 The Proposer agrees that it has not directly or indirectly taken any actions in restraint of a free competitive process in connection with its proposal.

§ 6.2 More specifically, the Proposer affirms as follows:

- .1 The costs in Proposer's proposal have been arrived at independently, without consultation, communications or agreements, for the purpose of restricting competition, as to any matter relating to such costs with any other vendor of the goods or services described in the RFP;
- .2 The Proposer has not communicated the contents of its proposal to any person other than an employee, officer, partner or agent of the Proposer or its surety on any bond furnished with the proposal nor has Proposer authorized, directly or indirectly, any person whomsoever to do so; nor will Proposer communicate said contents or authorize directly or indirectly, any person whomsoever to do so prior to the official opening of the proposal;
- .3 No attempt has been made or will be made by the Proposer to induce any other person to submit a proposal for the purpose of restricting competition;
- .4 Proposer understands that applicable law provides that collusion in respect to preparation and/or submission of a proposal shall be punishable by a fine not to exceed Ten Thousand Dollars (\$10,000.00) or imprisonment for a period up to five (5) years, or both.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.2 If awarded the Contract, the Proposer shall furnish a performance bond and a payment bond in accordance with Minnesota Statutes, Sections 574.26 - 574.32. The performance bond shall be for the use and benefit of the County and shall provide for the completion of the Contract according to its terms. The payment bond shall be for the use and benefit of all persons furnishing labor and materials engaged under or to perform the Contract. Each bond shall be written for the full amount of the Contract price.

§ 7.1.2 The Total Project Cost should include the cost of furnishing the bonds stipulated in the Proposal Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 Prior to Owner executing the Agreement, the Proposer must deliver the required bonds to the Owner.

§ 7.2.2 The performance bond and the payment bond shall each be written on a form required by Hennepin County. A copy of each bond form may be examined in the office of the Manager, Purchasing and Contract Services (PCS) Division, Hennepin County, A-1730 Government Center, Minneapolis, Minnesota, or a copy will be furnished upon written request. The bonds should be issued to the firm the County will be contracting with.

§ 7.2.3 The sureties and reinsuring companies shall be authorized to conduct surety business in the State of Minnesota, and the sureties and reinsuring companies shall be listed in the current Department of the Treasury Circular No. 570 with an underwriting limitation equal to or greater than the penal sum of the bonds to be furnished. The Attorney-in-Fact who executes a surety bond on behalf of the surety shall affix to the bond a certified and current copy of the Attorney-in-Fact's Power of Attorney, which shall include the Attorney-in-Fact's current business address and telephone number.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement shall be written on a form required by Hennepin County and Hennepin County shall prepare the Agreement. A copy of the Agreement form is attached hereto as Exhibit 2.

ARTICLE 9 EXAMINATION OF THE SITE AND DOCUMENTS

§ 9.1 Each Proposer is obligated to thoroughly examine and study all Contract Documents and Proposal Requirements and to visit the site, to fully inform the Proposer as to all conditions, requirements and other factors which will affect the Proposal or execution of the work under the Contract Documents. By submitting a Proposal, the Proposer represents that it has made such examination and study, understands the requirements of the RFP and Contract Documents, and is familiar with the site and site conditions and that the Proposal is made in conformance with all such requirements.

§ 9.2 The selected Proposer, upon award, shall promptly complete the Hennepin County Project Safety & Environment Checklist (see Part II, General Conditions and Supplementary Conditions to the General Conditions) and submit it in accordance with Article 10 of the General Conditions of the Contract.

ARTICLE 10 PROMPT PAYMENT TO SUBCONTRACTORS

§ 10.1 Proposers are advised that Minnesota Statutes Section 471.425, subd. 4a, requires prompt payment to Subcontractors. The law requires the prime Contractor to pay any Subcontractor within ten days of the prime Contractor's receipt of payment from the County for undisputed services provided by the Subcontractor. The law also requires the prime Contractor to pay interest of 1-1/2 percent per month on any undisputed amount not paid on time to the Subcontractor.

Proposers shall comply with Section 007300 – Supplementary Conditions of the General Conditions of the Contract, 9.3, Subparagraph 9.3.1.9. for payment to small businesses.

ARTICLE 11 CONTRACT TIME

§ 11.1 The Proposer shall achieve Substantial Completion of the Work as specified in Section 007300 - Supplementary Conditions of the General Conditions, Paragraph 8.4 Liquidated Damages. If the Contractor fails to complete its obligations within the project schedule, the Owner will be entitled to damages on a daily basis.

ARTICLE 12 HENNEPIN COUNTY AFFIRMATIVE ACTION (AA) POLICY

§ 12.1 Hennepin County is committed to equal opportunity and affirmative action in employment. If the amount of Proposer's Total Base Cost exceeds \$100,000, the Proposer, when required, must submit a Hennepin County Construction Affirmative Action Plan (AA Plan) within seven (7) business days of being invited to the Pre-Award Phase. The AA Plan has been referenced in Section 00030-Advertisement for Bids and must be used to fulfill this requirement. The AA Plan must be complete and signed. Any additional document or other information concerning the AA Plan and requested of the Best Value Proposer by the County, shall be furnished by the date set forth in the communication making such request. The Contract will not be awarded unless the required Construction AA Plan and any related information has been approved by the County or a written exemption from this requirement has been granted as outlined in the Contract documents, 00700 – General Conditions, Article 13.8.3

§ 12.2 Contractor's submission shall be made through the County's LCPtracker system or such other means as determined by the County.

ARTICLE 13 SMALL MINORITY-OWNED BUSINESS ENTERPRISE (SMBE) AND SMALL WOMEN-OWNED BUSINESS ENTERPRISE (SWBE) PROGRAM

Refer to Section 00 73 00 - Supplementary Conditions of the Contract, for the SMBE & SWBE Goals.

ARTICLE 14 WORKFORCE ENTRY PROGRAM (WEP)

Refer to Section 00 73 00 - Supplementary Conditions of the Contract for the WEP Goals.

EXHIBIT 2

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

CONTRACT NO. _____

THIS AGREEMENT, Made as of the date of execution by the authorized County official, by and between _____, a corporation organized and existing under the laws of the State of _____, hereinafter referred to as the Contractor, doing business at _____, _____, and the COUNTY OF HENNEPIN, a political subdivision of the State of Minnesota, hereinafter referred to as the County.

WITNESSETH, That the Contractor, in consideration of the agreements hereinafter made on behalf of the County, agrees to furnish and deliver all labor, material, equipment, tools, transportation and services required to perform the construction associated with the _____, in the amount of _____, all in accordance with the Contract Documents identified in the Inventory of Contract Documents marked as “Attachment A” hereto, which documents are incorporated herein by reference and made a part of the contract as though fully set forth herein.

Contractor, in consideration of the points it earned during a competitive procurement process based on its commitment to have no less than ___ percent of the Work of Contract No. _____ performed by CERT-certified Emerging Small Business Enterprise (ESBE) subcontractors, agrees to deliver no less than ___ percent of the Work of this Agreement through ESBE subcontractors.

Subject to the provisions contained and incorporated herein, the County agrees to pay the Contractor for the performance of the contract.

Supplemental to its obligations set forth in Article 3.18 (Indemnification) of General Conditions of the Contract for Construction in the Project Manual, Contractor will defend, indemnify and save the County, its officers and employees harmless against any and all claims and liens for labor performed or material furnished or sub-contracted for by Contractor without authorization of the governing body of the County, and against all loss by reason of the failure of the said Contractor in any respect to fully perform all obligations under the contract.

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties hereto or as constituting the Contractor as the agent, representative or employee of the County for any purpose or in any manner whatsoever. Contractor is and shall remain an independent contractor with respect to all services performed under the contract. Contractor represents that it has, or will secure at its own expense, all personnel required

in performing services under the contract. Any and all personnel of Contractor or other persons while engaged in the performance of any work or services required by Contractor under this agreement shall have no contractual relationship with the County and shall not be considered employees of the County and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota or under the Minnesota Unemployment Insurance Law on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the County and Contractor does hereby agree to defend, indemnify and hold the County harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, severance pay, and P.E.R.A.

The Contractor further agrees to furnish on forms provided by the County a satisfactory performance bond and a satisfactory payment bond, each being in the herein contract amount, at or before Contractor's signing of this agreement.

The Contractor agrees to carry full coverage of the insurance outlined in the specifications.

IN WITNESS WHEREOF, The parties hereto have executed this agreement.

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of the County Board

Date: _____

And

County Administrator

Date: _____

Reviewed by the County Attorney's Office:

Assistant County Attorney

Date: _____

Contractor Name

By _____

Its _____
(Title)

And

Its _____
(Title)

EXHIBIT 3

**HENNEPIN COUNTY PURCHASING AND CONTRACT SERVICES (PCS)
SUBCONTRACTOR PARTICIPATION FORM**

Prime Contractor/Supplier Subcontractor/Supplier
(Check One)

Project number: _____ Contract number: _____
Project name: _____ Contact name: _____
Business name: _____ Email: _____
Federal tax ID No. _____ Phone number: _____
Contract payment reporting contact name/email/phone: _____
Prevailing wage payroll reporting contact name/email/phone: _____
CERT status: -Certified SBE -Non-SBE -Certified SMBE -Certified SWBE -CERT ESBE
Contract SMBE goal: 13% Total SMBE participation: _____ %
Contract SWBE goal: 11% Total SWBE participation: _____ %
ESBE incentive points available: 100 Total ESBE participation: _____ %
Total proposed/contract dollar amount: _____
Total dollar amount of work self-performed: _____

(If the entire contract sum will be performed by the consultant or subconsultant listed above, you may skip to page 3.)

JOINT VENTURE PARTNER, (IF ANY): _____ Certified SBE/SMBE/SWBE/ESBE Non-SBE
Address: _____ City, State, Zip: _____
Phone number: _____ Federal tax ID No. _____
Services or supplies provided: _____ NAICS Code: _____
Dollar Amount of their contract: _____ % of Joint Venture's Based Bid: _____

LIST ALL SUBCONTRACTORS/SUPPLIERS

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE
Address: _____ City, State, Zip: _____
Contact email: _____ Phone number: _____
Services or supplies provided: _____ NAICS code: _____
Federal tax ID No. _____ Dollar amount of their contract: _____

Contact name: _____ Certified SBE Non-SBE
Firm name: _____ Cert ESBE Certified SMBE Certified SWBE

Address: _____ City, State, Zip: _____
 Contact email: _____ Phone number: _____
 Services or supplies provided: _____ NAICS code: _____
 Federal tax ID No. _____ Dollar amount of their contract: _____

**BUSINESS STRUCTURE & OWNERSHIP
 AFFIRMATIVE ACTION (AA) CLASSIFICATION**

I. BUSINESS STRUCTURE	II. ETHNICITY & GENDER	III. CERT CERTIFIED SMALL BUSINESS
<p>If you check one of the options below, Columns II and III are not applicable, so you may stop here. If none of the options below applies to your business, please go to Column II.</p> <p><input type="checkbox"/> Publicly Held Company*</p> <p><input type="checkbox"/> Non-Profit Entity</p> <p><input type="checkbox"/> Government Entity</p> <p>*Stock traded on the open market.</p>	<p>Base your response below on the (majority) owner's gender & ethnicity. (See details below.)¹ If you are a Certified Small Business, please skip this column and complete Column III.</p> <p><u>Black/African American</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>Hispanic</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>Asian or Pacific Islander</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>American Indian or Alaskan Native</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>White/Caucasian</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p>	<p>Hennepin County, in collaboration with other jurisdictions, certifies <u>eligible</u> small businesses. (See details below.)²</p> <p><u>Black/African American</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>Hispanic</u> <input type="checkbox"/> Male) <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>Asian or Pacific Islander</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>American Indian or Alaskan Native</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p> <p><u>White/Caucasian</u> <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Nonconforming</p>

¹ **Black/African American:** All persons having origins in any of the Black racial groups of Africa.
Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South American descent or other Spanish culture or origin, regardless of race.
Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands, including, for example, China, Japan, Korea, Hawaii, Guam, the Philippine Islands and Samoa.
Native American: All persons having origins in any of the original peoples of North America and who maintain tribal affiliation or community attachment.
White/Caucasian: All persons with origins in any of the original peoples of Europe, North Africa or the Middle East.
² While certification is not necessary to do business with Hennepin County, only certified businesses can be counted toward small business goals (SBE/ESBE/SMBE/SWBE) in county contracting. Certification also boosts market exposure and qualifies businesses to access SBE Program Services. For further information about certification, please call (651) 266-8900 or visit the Central Certification Program--[CERT](#).

Total dollar amount of work subcontracted to SBE subconsultants/suppliers \$ _____

Total dollar amount of work subcontracted to non-SBE subconsultants/suppliers \$ _____

Total dollar amount of work self-performed (includes all fees and reimbursables) \$ _____

Total proposed/contract dollar amount \$ _____

Signature: _____ Date: _____

Print Name: _____ Title: _____
 (President/Authorized Representative)

IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL CYNTHIA WEYRENS AT (612) 348-4496.
 THIS FORM MUST BE COMPLETE AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.
 A SEPARATE FORM FOR EACH FIRM LISTED HEREIN MUST ALSO BE COMPLETED AND SUBMITTED.
 FORMS SHOULD BE SENT TO: CYNTHIA.WEYRENS@HENNEPIN.US.

EXHIBIT 4

CERT LIST OF EMERGING SBE FIRMS

[TO BE ADDED BY ADDENDUM]

PART 2 - TECHNICAL SPECIFICATIONS AND DRAWINGS

1. Project Manual
2. Project Drawings