

REQUEST FOR PROPOSAL BEST VALUE PROCUREMENT PROPOSAL REQUIREMENTS

**Building Maintenance Services Roster Program (BMSRP)
Plumbing Maintenance & Installation Services**

Release Date: Tuesday, February 11, 2025

Proposal Due Date: Wednesday, March 12, 2025

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PROPOSAL REQUIREMENTS

SECTION 1 – GENERAL TERMS

1.1 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.

1.2 PROGRAM DESCRIPTION

Overview

The County of Hennepin, State of Minnesota (“County”) is soliciting Proposals for Plumbing Maintenance and Installation Services (PMIS) under the Building Maintenance Services Roster Program (“BMSRP” or “Program”) for Hennepin County Facility Services.

Proposers must be certified as a **Small Business Enterprise (SBE)** through the Central Certification (CERT) Program with an average gross revenue of **no more than \$9,500,000**. Proposers who are not yet certified, but are eligible for certification, must submit a complete application to the CERT Program prior to the Proposal due date to meet this qualification.

Scope of Services

The Work under this program is for the plumbing repair, maintenance & installation services at various County facilities. The work is to be self-performed by the selected contractor and billed on a Time and Material basis. The scope of work is further described in the **Exhibit 1- Special Terms and Conditions**.

Qualifications

Proposer must:

1. Have successfully performed plumbing work in commercial buildings.
2. Be licensed as required by the trade of the work being performed.

1.4 SCHEDULE OF CRITICAL DATES

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

Dates	Critical Schedule Item
February 11, 2025	Request for Proposals Released
February 20, 2025	Virtual Pre-Proposal Meeting via Microsoft Teams (2:00PM CST) Join the Meeting Now
February 28, 2025	Last Day for Questions (submitted via ProcureWare, closes at 4:00PM CST)
March 6, 2025	Issuance of Final Addendum
March 12, 2025	PROPOSALS DUE (2:00PM CST)

	*Proposers must submit their proposal electronically to Hennepin County by using the county’s ProcureWare website https://hennepin.procureware.com
March 25, 2025 March 27, 2025	Interviews via Microsoft Teams
TBD	Pre-Award via Microsoft Teams
TBD	Anticipated Notice to Proceed

1.5 VIRTUAL PRE-PROPOSAL MEETING – HIGHLY RECOMMENDED FOR CONTRACTORS

1. Virtual Pre-Proposal Meeting:

Thursday, February 20, 2025, at 2:00PM (CST)

- a. To attend an online conference, use the website link listed below. Any questions please contact FS.Procurement@hennepin.us
- b. Attendance at the virtual pre-proposal meeting is not mandatory but encouraged.

[Join the Meeting Now](#)

1.6 RESERVED

1.7 DEFINITIONS

The terms defined in Article 1 (Definitions) of the Hennepin County Standard Terms and Conditions 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 County or Architect on the County’s behalf prior to the execution of the Agreement that modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.
- 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 County designates in the **Attachment A-Cover Page and Checklist & Critical Team List** by functional position within the Proposer’s team. Such designated persons are required to participate in interviews.
- 1.7.5** 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.
- 1.7.6** “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).
- 1.7.7** A “Proposer” is a person or entity that submits a Proposal in response to this Request for Proposals.

- 1.7.8** "Services" shall have the same meaning as "Work" defined below.
- 1.7.9** "Solicitation" means this specific Request for Proposals.
- 1.7.8** The "General Superintendent" is an employee of the Proposer who will be directly responsible for site activity and coordination of Work, regardless of their presence on site for performance of Services. 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 Program specifications, and evaluating workmanship and quality.
- 1.7.9** The "Total Base Cost" is the sum listed on **Attachment B - Cost Proposal Worksheet** based on the rates the Proposer offers to perform the Work described in the Proposal Documents.
- 1.7.10** 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.

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

2.3 PHASE I

A. PROPOSAL 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.

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 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.

A Proposer must complete and submit **Attachment D- Responsible Contractor Verification and Certification of Compliance**.

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 Work 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 PHASE II

A. EVALUATION STEPS FOR PHASE 2

- **First Step** - Cost is scored.
- **Second Step** - Non-cost factors are scored based on a review of the written proposal and an interview.
- **Third Step** – A pre-award meeting is held during which the highest-scored Proposer(s) (based on the combined score from the First and Second Steps) presents their plan for executing the Work. The Proposer’s plan must be accepted by the County.

The County intends to award multiple contracts as buildings are divided into these four bid groups, as outlined in **Exhibit 3 – Facility List**:

- **Bid Group No.1 – Health & Human Services (HHS)**
- **Bid Group No.2 – Libraries**
- **Bid Group No.3 – Public Safety**
- **Bid Group No.4 – Public Works**

A Proposer may submit cost for one or more bid groups in **Attachment B- Cost Proposal Worksheet**. Each submission will be evaluated independently.

DESCRIPTION of EVALUATION STEPS

Step 1 - EVALUATION OF COST

Short-Listing Three (3) Proposers

The County will determine a score for each Proposer’s Total Base Cost; however, **only the three (3) lowest-priced** Proposers, based on a score derived solely from the Proposal’s Total Base Cost, will advance to Step 2 of the evaluation process.

Step 2 - EVALUATION OF NON-COST FACTORS

The following non-cost factors will be evaluated:

1. Technical Capabilities (150 available points)

- The Proposer’s technical skills and experience performing work on commercial projects

2. Risk Management (150 available points)

- The Proposer’s identification of risks and method(s) to mitigate such risks when delivering the Work and description of past instances when it successfully employed such method(s)
- the Proposer’s understanding of the Program’s operational requirements

3. Capacity (200 available points)

- The Proposer’s plan for providing resources to deliver the Work, which includes: its staffing plan to increase capacity, as needed
- How Work delivered concurrently at multiple sites will be managed and resourced

Step 3 – PRE-AWARD MEETING

The County will provide the invited Proposer with instructions for the meeting.

B. EVALUATION CRITERIA & WEIGHTS

Score Based on 1,000 Available Points

Criteria	Weight
STEP I EVALUATION OF COST	
Total Base Cost	500 points
STEP II EVALUATION OF NON-COST FACTORS	
Technical Capabilities	150 points
Risk Management	150 points
Capacity	200 points
Total	1000 points

2.5 SCORING EXAMPLE

Proposers will be evaluated in accordance with the evaluation process, criteria, and weights described herein.

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).

The chart below illustrates this scoring method.

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	Technical Capabilities	300	7	7	5	300	300	214
3	Capacity	200	5	7	3	143	200	86
Total Scores						929	833	686

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 **Program Manager**
- The **General Superintendent**

B. INTERVIEW PROTOCOLS

The named persons listed as Critical Team Members in the Proposer's Proposal **Cover Page, Checklist & Designation of Critical Team Members Form (Attachment A)** must participate in an interview(s) conducted through Microsoft Teams on a 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.

SECTION 3 – SUBMITTALS

3.1 SUBMITTAL FORMAT

The Proposal must be received by the date and time specified in Section 1.4 of this RFP. The Proposal must be submitted electronically in ProcureWare at <https://hennepin.procureware.com>

After the Proposal due date specified in Section 1.4 of this RFP, a Proposal cannot be submitted through ProcureWare. Proposals submitted by any method other than through ProcureWare will not be accepted.

3.2 SUBMITTAL INDEX

Editable 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*:

- **Attachment A – Cover Page, Checklist & Designation of Critical Team Members Form**
- **Attachment B – Cost Proposal Worksheet**
- **Attachment C – Company Experience and Capability Assessment Form**
- **Attachment D- Responsible Contractor Verification and Certification of Compliance**

SECTION 4 – MISCELLANEOUS

4.1 QUESTIONS AND INQUIRIES

If a Proposer believes an error appears in the RFP, the Proposer should email the persons listed below before the deadline for questions and inform them of the possible error.

Amanda Franklin
Hennepin County Purchasing and Contract Services
amanda.franklin@hennepin.us

and

Joey Prusak
Hennepin County Facility Services
joey.prusak@hennepin.us

Any other questions concerning the RFP must be submitted in the ProcureWare site, under the Clarifications tab. DO NOT SUBMIT THESE QUESTIONS VIA EMAIL.

The deadline for submitting questions is outlined in **Section No. 1.4 - Schedule of Critical Dates.**

4.2 ADDENDA

The County may issue addenda prior to the date for submission of Proposals. Proposers must acknowledge on the Cover Page, Checklist & Designation of Critical Team Members Form (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, Checklist & Designation of Critical Team Members Form
- Attachment B – Cost Proposal Worksheet
- Attachment C – Company Experience and Capability Assessment Form
- Attachment D – Responsible Contractor Verification and Certification of Compliance

- Exhibit 1 – Special Terms and Conditions
- Exhibit 2 – Hennepin County Standard Terms and Conditions
- Exhibit 3 – Facility List

ATTACHMENT A

Cover Page, Checklist & Designation of Critical Team Members Form

RFP Number:	
RFP Name:	

PROPOSAL CHECKLIST

The following document are required for this Proposal:

<input type="checkbox"/> Attachment A	Complete all required information	<input type="checkbox"/> Attachment C	Complete all required information
<input type="checkbox"/> Attachment B	Complete all required information	<input type="checkbox"/> Attachment D	Complete all required information

CRITICAL TEAM MEMBERS:

Name of Proposer	Company Name:
Proposer’s Program Manager	NAME:
	▪
	EMAIL:
	▪
Proposer’s General Superintendent	NAME:
	▪
	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 RFP 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.

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

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

ATTACHMENT B

Cost Proposal Worksheet

The Cost Proposal Worksheet is included in the ProcureWare documents as **Attachment B**. The Cost Proposal Worksheet and its rates become a part of the Contract Documents upon award.

ATTACHMENT C

Company Experience and Capability Assessment

Company Information

Company Name	
Contact Name	
Phone	
Email	

Required Licenses

Please provide current license information for any specialty trade category, if applicable:

Type of Trade	License Number

Safety Plan

Does your company have a company safety plan? If yes, Proposer must provide a copy if requested.

- Yes
 No

Additional Questions

Question	Answer
How many years has your company been actively executing work?	
What is your company's primary trade(s)?	
What training, certification(s) or license(s) does your company hold?	
Have you ever failed to complete work under a contract? If yes, provide a brief description of the work and the circumstance(s).	

Commercial Work Experience & References

Proposer must have experience providing **Plumbing Maintenance and Installation Services** at high traffic, high quality commercial, institutional and/or industrial facilities (**non-residential**) for at least the last **five (5) years**.

Please provide details about non-residential work your company has completed in the past **three (3) years** that is relevant to the Work in this solicitation.

REFERENCE / EXAMPLE WORK NO.1	
Project / Work Title (enter below)	
<input type="text"/>	
Project / Work Description (enter below)	
<input type="text"/>	
Total Value of Work:	<input type="text"/>
Date Started:	<input type="text"/> Date Completed: <input type="text"/>
Owner Contact Information (enter below)	
Name:	<input type="text"/>
Phone:	<input type="text"/> Email: <input type="text"/>
General Contractor Contact Information (enter below)	
Name:	<input type="text"/>
Phone:	<input type="text"/> Email: <input type="text"/>

REFERENCE / EXAMPLE WORK NO.2	
Project / Work Title (enter below)	
<input type="text"/>	
Project / Work Description (enter below)	
<input type="text"/>	
Total Value of Work:	<input type="text"/>
Date Started:	<input type="text"/> Date Completed: <input type="text"/>
Owner Contact Information (enter below)	
Name:	<input type="text"/>
Phone:	<input type="text"/> Email: <input type="text"/>
General Contractor Contact Information (enter below)	
Name:	<input type="text"/>
Phone:	<input type="text"/> Email: <input type="text"/>

Employee Information

Please describe your company's **administrative staff** (non-field employees) by function and number:

Functional Position / Title	Number of Employees
Example: Estimator	1
Example: Accounting Staff	2

Please describe your company's **field employees** (non-administrative staff) by function and number:

Functional Position / Title	Number of Employees
Example: Pipefitter	4
Example: Foreman	2

Technical Capability Assessment

Indicate whether your company has experience in these specific areas, and if so, how many years:

Item	Yes or No	Total Years
Developing Proposals, Quotes or Bids	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Obtaining Certificate of Insurance and Bonds	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Reading and understanding Project Plans & Specifications	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Understanding Site Surveys and general survey practices	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Preparing Shop Drawings and other submittal documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Interpreting Building Codes, including ADA	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Obtaining Building/Construction Permits and working with Code Officials	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Obtaining Background Checks and Security Badges for company personnel	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Developing Project Schedules	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Developing and coordinating Work Plans (Methods & Means)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Identifying and mitigating Hazardous Materials	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Developing Site Specific Safety Plans	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Identifying and correcting Safety and Health concerns	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Obtaining Warranty Inspections and Certifications	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Invoicing with supporting documentation	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Working in Occupied Facilities and/or Sites	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Working with Subcontractors and/or Owner's Contractors	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Work at Heights (Overhead/Aerial)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Underground work (Excavation)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Assembling Operations & Maintenance (O&M) Manuals	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Coordinating Start-up Building Systems/Equipment Training	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Obtaining and operating Rental Equipment to complete work (Skid Steer, Aerial Lifts & Etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Troubleshooting Building Systems to identify issues and corrective actions	Yes <input type="checkbox"/> No <input type="checkbox"/>	

ATTACHMENT D

Responsible Contractor Verification and Certification of Compliance

The Responsible Contractor Verification and Certification of Compliance is included in the ProcureWare documents as **Attachment D**.

EXHIBIT 1

Special Terms and Conditions

1. Purpose

The purpose of these **Special Terms and Conditions** is to establish additional terms, conditions, and requirements for **Plumbing Maintenance and Installation Services** agreement under the **Building Maintenance Services Roster Program** at various Hennepin County Facilities. In the event of a conflict between the Contract Documents the following order of precedence will prevail:

- 1) Special Terms and Conditions
- 2) Standard Terms and Conditions
- 3) Cost Proposal Worksheet

2. Contract Period

The contract period will be **two (2) years** from the date of award **OR** may terminate upon spending an amount not to exceed (NTE) **\$500,000**, unless terminated sooner pursuant to provisions in this contract. The contract may be extended pursuant to **Section 6.2** of the **Standard Terms and Conditions**.

3. Award and Execution of Contract

The contract that will be awarded under this solicitation will be a Principal Agreement that includes the following Contract Documents: Special Terms and Conditions, Standard Terms and Conditions, Cost Proposal Worksheet.

Before a contract becomes effective between the County and any Proposer, the contract award must be ratified and signed by the County Board or its designee. If for any reason the County Board or its designee does not ratify and sign the contract, then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

The term "Contractor" in this Exhibit 1 means a Proposer that is awarded a contract. Award of the contract is NOT a guarantee of work, nor is it a guarantee the County will utilize the total value of the contract. Contractor is discouraged from relying on the County as its primary source of work or income.

4. Scope of Work

Contractor shall furnish labor, materials, equipment, and supervision to perform plumbing maintenance and installation (Work) on an as-requested basis in county facilities included in this solicitation, with no amount of work guaranteed. The scope of Work, also referred to as Primary Work, shall include, but is not limited to general repairs, troubleshooting, testing, inspecting, renovation, replacement, installation, and maintenance of a wide range of plumbing equipment and systems. The services included in Primary Work may also include project estimation and budgeting of work.

The County reserves the right to contract and award work that falls under the stated Scope of Work to other vendors, contractors, or service providers without providing notice to Contractor.

Proposer / Contractor shall:

- Have the equipment, capability, capacity (including a sufficient number of trained / licensed employees, finances, and resources) to meet the demands of the specified services.

- Ensure that pricing is sufficient to pay all applicable federal and state withholdings, worker’s compensation insurance, and all other expenses related to the provision of services.

5. Subcontracting of Work

All Work under this contract is considered Primary Work unless otherwise specified. Hennepin County requires Contractor to self-perform all the Primary Work. **No subcontracting of Primary Work will be allowed without prior written authorization.** If the Contractor determines subcontracting is required, **Contractor must receive prior written authorization from the County Authorized Representative**, CAR, which shall be identified as the Facilities Operations Manager (FOM) or Project Manager (PM), or an approved representative of their choosing (Sr. Facilities Operations Manager (Sr. FOM), Building Operations Manager (BOM), etc.).

Hennepin County reserves the right to **approve and/or deny** the use of any subcontractor. The County may recommend or may require the use of a particular subcontractor, which could be vendor already under contract with the County. Contractor is responsible for subcontractor’s work performance, liability, and payment for any subcontracted work utilized within the scope of this contract.

6. Insurance Revisions

Contractor’s insurance is required in accordance with **Section 8.1** of the **Standard Terms and Conditions**, with the exception of the following revision for the Commercial General Liability limits:

<u>Commercial General Liability (CGL)</u>	
General Aggregate	\$500,000
Products—Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence—Combined Bodily Injury and Property Damage	\$500,000

7. Prevailing Wage Requirement

Prevailing Wage is NOT required under this agreement.

8. Contract Rates & Rate Adjustments

When a contract is awarded, the rates in the winning Proposal become the contract prices. If there is a mark-up percentage entered on **Attachment B-Cost Proposal Worksheet**, that percentage becomes contract rate for that item on the worksheet (subcontractor, equipment rental, parts & materials, etc.).

The County will only pay for the items listed on **Attachment B-Cost Proposal Worksheet**. Contractor must incorporate all costs in its unit prices, including but not limited to labor, supervision, overhead, profit, onboarding training, travel (including between county buildings), mileage, parking, storage, delivery of supplies. The County will not pay for subcontractors, rental of equipment/ tools, and purchase of materials/supplies unless the CAR authorized payment of the applicable items.

Contractor may request to adjust prices in writing only, no later than sixty (60) days prior to the twelve (12) month anniversary or expiration date of the contract award date (effective begin date), but not more than once every twelve (12) months, for increases in “Costs”. Price increases shall be allowed only in accordance with this Section.

“Costs”:

- May not include managerial salaries, profit margin, or general overhead.

- May require the Contractor to furnish detailed documentation acceptable to the County before a price increase is allowed. Contractor shall furnish such documentation promptly.
- May be deemed unacceptable by the County. If the increases are unacceptable, the County reserves the right to terminate this contract in accordance with the terms of this contract.
- May include an increase in the prevailing wage rate (if required by the County); or the imposition or increase of any governmental charge, fee, or tax specific to the conditions of this contract (e.g., FICA, Medicare, unemployment tax.).

The percentage mark-up for overhead/profit, materials, subcontractors, and rental of equipment as listed by Proposer on its Cost Proposal Worksheet may not be increased for the duration of the contract.

Nothing in the above prohibits the Contractor from charging the County less than the contract price at any chosen time.

9. Equipment & Supplies

Contractor is to provide, at no additional cost to the County, all necessary equipment, hand, and power tools and supplies typical for the Work being performed. Mechanical or other equipment used for Work must be of a type that is approved by the industry and shall be operated in such a manner as not to cause danger of any nature to employees or other persons or damage to the building site, structure, fixtures, furnishings, or other property. The Contractor shall not charge the County for additional equipment, tools, and supplies unless the charge is approved by the CAR prior to the work beginning.

The County may decide to pay for additional equipment, tools, supplies, or materials not typical of the Work being performed. Any items purchased in this manner must stay at the work location after completion of the Work.

Contractor must not store equipment, tools, supplies, or materials on site unless authorized in writing by the CAR. The County will not pay for any storage, fees, or other expenses related to the storage of materials, tools, supplies, or equipment, unless it has been pre-approved by the CAR in writing.

10. County's Authorization of Work

Purchase Order Required

The County Authorized Representative (CAR) will authorize work by issuing a Purchase Order prior to the commencement of any work. Contractor must obtain a new Purchase Order number from the CAR for each calendar year. Hennepin County issuing a Purchase Order **does NOT** authorize work to begin, see work scheduling below.

Work Scheduling

Prior to any Work commencing as part of this contract, the **Contractor shall contact the CAR for approval** and to arrange a site visit, if necessary. Site visits will not be allowed without prior notification. Work may not begin without written authorization from the CAR.

If any approved work requires taking anything out of operation, the Contractor shall notify the CAR. The Contractor shall also notify the CAR when it is returned to operation.

Cost Estimates

Cost estimates for work to be performed must be prepared by professionally qualified personnel and **submitted to the CAR within ten (10) business days, unless otherwise agreed upon by the CAR & Contractor in writing**, so they can be relied upon for reasonable accuracy by the County. **All Work is to be estimated and invoiced on a "time and materials" basis versus a "not-to-exceed" basis.**

Estimates are solely for the creation of a Purchase Order and cannot be relied on for payment. See **Section 11-Invoicing for Payment** for additional information.

The estimate shall include a written description of Work scope, list of subcontractors (if applicable), estimated hours per job classification, hourly rates per the contract prices, an itemized list of materials and equipment to be supplied, dumpster rental, recycling/waste disposal fees, and any other assumptions used to generate the estimate.

Shop drawings or equipment/material data sheets must be submitted to the CAR for any materials and equipment that exceed \$1,000.

At the time the cost estimate is provided, Contractor should supply an anticipated schedule of work and estimated lead times for materials, as applicable.

Contractor must **call out exclusions** to the cost estimate for work, such as low voltage, plumbing, etc., that will need to be performed by others (not the Contractor).

If the Contractor becomes aware that the cost of the Work will exceed the amount of the Purchase Order, the Contractor shall notify the CAR right away for written approval to continue. Failure to obtain approval may result in delay or reduction of payments to the Contractor. The County may request the Contractor to provide additional information supporting the reason for exceeding the initial estimate.

The County will reimburse the Contractor for developing cost estimates that require a site visit that lasts more than one (1) hour. The County will reimburse the Contractor for all cost estimates requested by the County that are prepared solely for budgeting or scoping purposes. Reimbursement shall be in accordance with contract prices.

Progress Meetings

The Contractor may be required to meet with the County to discuss work progress and contract-related matters. Contractor's Project Manager must attend these meetings. Contractor should, at a minimum, provide weekly project updates to the CAR either via meeting or in writing. When meetings take place, at least one of Contractor's employees from the job site shall attend, and when applicable, the Foreman should be present if one has been designated for a project.

11. Invoicing for Payment

The Contractor is required to submit invoices upon completion of services rendered, ensuring that the invoiced prices align with the contract prices. Payment will be made based on the actual work completed, which may differ from the Purchase Order amount.

Invoices must be submitted to the County for payment within sixty (60) days following the completion of work. Failure to submit invoices within sixty (60) days could result in non-payment or reduced payment.

Invoices are to be sent through email to OBF.Internet@hennepin.us, copying the County Authorized Representative (CAR) on the same email.

Alternatively, invoices can be submitted via US Mail to **Hennepin County Accounts Payable at PO Box 1388, Minneapolis, MN 55440-1388.**

Invoice Requirements

The following items are required on all invoices submitted to the County for payment:

- Facility Name must be clearly stated on the invoice.
- Service Date(s) should be included for each service provided.
- Purchase Order Number is necessary for tracking and processing payments.
- Each invoice must have a unique Invoice Number.
- Contract Number and Project Number (if applicable) should be provided.
- County Authorized Representative's name should be mentioned for reference.
- Detailed description of the work completed is required for clarity.
- Hourly Rate details should include the first & last name, job classification, approved labor rate, hours worked, and total labor cost for all service personnel.
- Materials section should include material cost, contractual percentage mark-up, and sales tax (no markup allowed).
- Subcontractor costs should be detailed with subcontractor(s) costs, mark-up, and sales tax. No markup is allowed on sales tax.
- Rented Equipment costs should include rental cost, mark-up, and sales tax. (No markup is allowed on sales tax).
- Permit Fees and Disposal & Recycling Fees should be included, if applicable, with receipts as backup.
- Sales Tax should be clearly stated, if applicable.

Sales Tax Information

The Contractor is accountable for keeping up to date with State Sales Tax Requirements and ensuring accurate invoicing. If the Contractor pays sales or use tax to their supplier when purchasing materials, supplies, and equipment, they can include that tax in the materials cost charged to Hennepin County. However, they are not permitted to apply a mark-up on the tax portion of the item; this shall be a pass-through only.

The applicable law is Minnesota Statutes, Section 297A.70, Subdivision 2, and is subject to change. Relevant sales tax industry guides can be found at the following URLs as of the date of this solicitation:

- <https://www.revenue.state.mn.us/guide/purchases>
- <https://www.revenue.state.mn.us/guide/other-government-exemptions>

Non-Payment

Hennepin County will not compensate for incomplete or unsatisfactory work. The Contractor will receive written notification from the CAR before any non-payment or adjustments to invoices are made.

Charge Backs (if applicable)

The Contractor may have charges deducted directly from their contract invoice payment(s). These charges may include, but are not limited to, services or tasks that were not performed as required; failure to respond to emergencies; lost locks, keys, ID badges, or access cards; damage to property or voided warranties caused by the Contractor's activities; and false alarm charges resulting from the Contractor's personnel not following security procedures.

The CAR will provide Contractor with written communication (email, etc.) **prior to** any charge backs being taken.

Outstanding Invoice Payments

All questions regarding pending payments for submitted invoices must be directed exclusively to the CAR and FS.Finance@hennepin.us. The Contractor is prohibited from contacting any other County representative for updates on outstanding invoice payments.

12. Service Requirements

Project Management

The County shall not reimburse the Contractor for project management unless an applicable project management rate was included as part of the **Attachment B-Cost Proposal Worksheet**. Costs for project management over and above foreman supervision of on-site trade personnel shall be incorporated within the overhead portion of the proposed labor rates or within the specified service prices.

Employees Authorized to Perform Work

All Work shall be performed by and billed to the lowest applicable job class level. The majority of the Work requested under this contract is to be performed by one (1) trade person per job. All service shall be performed by personnel who are journeyman level (or equivalent according to industry norms) as described by industry standards. The Contractor must receive prior written approval from the CAR before assigning more than one (1) trade person per job. On jobs requiring more than three (3) trade persons, the Contractor shall be required to designate one (1) of those trade persons to perform the duties and responsibilities of a working Foreman and that person shall receive compensation as such.

Under this contract, the County expects trade persons listed on the **Attachment B-Cost Proposal Worksheet** to independently obtain and specify the necessary parts and materials needed to complete their work, appropriate for a single trade person. For the purposes of this Contract, the County defines a "Foreman" as an employee who is actively functioning in a supervisory or coordinating capacity over other personnel on a specific job site.

In cases where it is appropriate and permissible to charge a Foreman rate, the Foreman rate will only be charged for the individual who acted in a supervisory or coordinating capacity.

Signing In and Out / Job Ticket / Written Documentation

Contractor's employees shall notify the CAR of their arrival at the job site, prior to starting their activities, and again upon their departure. This notice of arrival and departure may be referred to as "sign in" and "sign out." The method for sign in and sign out will be determined by the CAR and may be face-to-face, by telephone or electronically. **The Contractor's failure to notify the CAR of their arrival and departure may result in delayed, reduced or no payment of submitted invoice.** This process may be modified by the County in the future.

In addition, Contractors must complete and sign a service activity report (job ticket) at the end of each workday, which must be submitted either in person or electronically to the CAR.

Supervision and Work Procedures

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The County may give specific instructions concerning construction means, methods, techniques, sequences, or procedures in a statement of work, as direction from the CAR, or in another format. The Contractor shall evaluate and be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the County and shall not proceed with that portion of the Work without further written instructions from the County.

If the General Superintendent is not on site during the performance of services, the Contractor must ensure someone who is on site is capable of enforcing and ensuring compliance with the requirements and standards for which the General Superintendent is responsible.

Compliance with Regulations and Permits

Contractor shall comply with or exceed all relevant statutes, codes, rules, and regulations as may be applicable to this contract and shall be responsible for securing any and all permits as required by the governing authority. The

County shall reimburse the Contractor for only the actual cost of those permits.

If the Contractor obtains a permit for the services, they are required to submit a copy to the County as soon as possible. For Substantial Completion, the Contractor is required to submit a copy of the permit with sign-offs applicable by that authority (for example: city inspector).

Substantial Completion

If applicable to the scope of work, Substantial Completion shall be defined as the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the contract documents so that the owner (Hennepin County) can occupy or utilize the work for its intended use.

Contractor must provide a date of Substantial Completion with any estimate / quote that is provided to the County, along with providing a detailed schedule if requested by the CAR.

For a period of one year after Substantial Completion, the Contractor shall warranty their Work and correct items not conforming to the requirements of the Work.

Correction of Work Deficiencies

The Contractor shall be responsible for correcting work deficiencies that are identified before Substantial Completion as well as during the warranty period.

The Contractor shall promptly correct known or discovered errors, omissions, or other defects in the Work. The Contractor shall also promptly correct work rejected by the County as defective, incomplete, inaccurate, or failing to conform to the requirements of the scope of work, correspondence, or direction by the CAR.

Rejection may take place before or after completion of the services, whether or not it has been fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the costs of uncovering, replacement, inspections, and additional testing.

If the Contractor fails to commence correction of nonconforming work within a seven (7) day period after written notice from the CAR, the County may correct the deficiencies by other means. In such case, the County may exercise rights and remedies as provided in the **Standard Terms and Conditions** found as an attachment in the solicitation.

Work Area Cleanliness

The Contractor shall maintain a clean environment at all immediate and adjacent areas impacted by the Work. The Contractor shall be responsible for promptly removing all non-salvageable objects, debris, and waste from the Work site as Work progresses in order to maintain a clean project area at all times. These areas shall be vacuumed, cleaned and unsoiled. Upon the completion of the Work, Contractor shall leave all areas impacted by the Work in a condition which existed prior to start of the Work, and in a condition that is satisfactory to the County. Work areas within occupied facilities must conform to strict non-dust migration, non- vaporous and low noise materials and methods.

Security of the Site

The Contractor is responsible for ensuring all entries/exits to the work area are secure during the discharge of their duties (doors must not be propped open). The Contractor does not have the authority and shall not grant access to any person requesting entry into the building or specific work area.

Any items or articles of apparent value found by the Contractor's personnel in any areas of the building or site shall be turned over to the CAR or on-site Security. Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall be immediately reported to **Hennepin County Security Operations Center at 612-345-5111**.

Work Affecting Site Utilities or Alarms

Contractor’s service personnel shall coordinate through the CAR (FOM or their designee) and SOC before beginning Work which may affect any site utilities or alarms. Contractor shall keep the CAR, or their designee informed of SOC notification. Contractor’s service personnel shall inform CAR (FOM or their designee) and SOC when they are finished for the workday.

Correctional Facility Protocols

Prior to commencing any Work in Hennepin County Correctional Facilities, all Contractor personnel will be required to sign and abide by a site-specific Security and Operational protocol when performing services. The County will not pay for costs incurred by the Contractor to meet additional Security and Operational requirements.

13. Work Times

Normal Working Hours

Work shall be performed during normal working hours (7:00AM - 4:30PM) and normal working days (Monday – Friday, except holidays), unless service is an emergency response or authorized by the CAR.

Overtime and Holiday Hours

Any overtime or holiday work must be pre-approved by the CAR. Holidays include New Year’s Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Recordings, pagers, or answering machines **will not** be acceptable. Emergency responses shall be coordinated through the CAR.

14. Safety and Hazardous Materials

General Safety Requirements

The Contractor shall be responsible for all safety precautions required in connection with their work, including regulations of the Occupational Safety and Health Administration (OSHA) and other governing agencies. The County reserves the right to oversee all Work from a safety standpoint and require the Contractor to take appropriate action to ensure code compliance and safety of all persons, including but not limited to its employees, the County, and the public,

A Safety Plan shall be submitted and reviewed with the CAR prior to commencement of any work, as applicable.

The Contractor shall immediately notify the CAR or the Facilities Call Center (612-543-3948) and report any safety related incident involving the following:

- Spill of hazardous substance or material,
- Creation of an indoor air quality issue such as dust and odor generation leading to complaints,
- Serious injuries on County property involving emergency service, urgent care, or hospitalization of Contractor’s employees, subcontractors, County employees or members of the public,
- Property damage (including, but not limited to fire, electrical – shocks or arcing event, water damage, or structural damage),
- Regulatory agency contacts with Contractor or its subcontractors, and
- Business interruption – including loss of power, sewer system disruption, or other life safety building system.

Safety Training

The Contractor is responsible for providing safety training that meets OSHA standards and applies to the job specific hazards associated with their work. Hennepin County may request records that shall be submitted prior to the effective starting date of this contract and reviewed and updated annually by the Contractor at each anniversary date and at each subsequent renewal, indicating compliance with current State and Federal regulations.

Written verification indicating that the Contractor's employees have attended training programs appropriate to the line of work they perform such as Bloodborne Pathogens, Confined Space Entry, Lockout Tagout, Respiratory Protection, Hazardous Materials, Fall Protection, etc. The County has specific requirements for Electrical Safety and Hot Work Operations as specified below.

Material Documentation

Contractor must supply Safety Data Sheets (SDS) for all chemicals and/or products that will be used in relation to Work performed for the County.

Electrical Safety

Requirements of this section apply when electrical potentials exceed 50 volts.

Safe work practices shall be used to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed on or near equipment and/or circuits which are or may be energized. The safety related work practices shall be consistent with the nature and extent of the associated electrical hazards. In addition, workers shall:

- A. Be qualified to perform the electrical Work they are assigned.
- B. Be adequately trained in electrical hazard recognition and mitigation.
- C. Wear personal protective equipment appropriate to the electrical hazards of the Work.
- D. Use tools and equipment appropriate to the task.

Contractor is required to provide Arc Flash training and appropriate protective equipment to all employees working on or near electrical equipment on Hennepin County property.

Hot Work Operations

Hot Work is defined as cutting, welding, soldering, or other fire or spark-producing operation. Before conducting any type of Hot Work, the Contractor must obtain written approval from the CAR.

The Hennepin County Hot Work Permit is the only accepted form of written permission for granting Hot Work approval. Permit forms will be available in the building office or on the Hennepin County Internet. **The Contractor must complete both sides of the form and sign it to certify they will perform Work in accordance with required precautions.** A new Hot Work Permit will be completed at the beginning of each new day or task.

Prior to commencing any Hot Work, the Contractor must notify Hennepin County Security Operations Center (SOC) at 612-348-5111.

The completed Hot Work Permit shall be posted at the job site, with a copy of the permit being emailed to Hennepin County Workplace Safety at safety@hennepin.us.

Hazardous Materials

Removal of any hazardous material generated by the Contractor shall be its responsibility if said material was a result of its Work activity and/or process. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed in accordance with all applicable laws and regulations. The costs of proper disposal shall be included in the Contractor's cost proposal and shall not result in extra expense to the County.

Asbestos

The Hennepin County Asbestos Coordinator may require the Contractor to submit the following information for Work that may involve asbestos:

- A training acknowledgment indicating the Contractor's employees have seen the building survey and have been notified about Asbestos Containing Material (ACM) in the building.

- A description of the Contractor's medical surveillance program.
- Documentation that Contractor's employees have received at least sixteen (16) hours of training in asbestos control.
- A detailed description of the Work practices which avoid or minimize disturbing asbestos.
- A list of personal protective equipment and clothing used by the Contractor's employees for the Work.

This is for Work performed in close proximity to ACM where special practices to prevent damage to ACM and to eliminate any potential health hazard. No abatement of ACM will be performed under this contract.

If Contractor encounters any suspect material, Contractor shall immediately stop work and contact the Facilities Call Center (612-543-3948) so the Asbestos Coordinator can be alerted. . The County will investigate the suspect material(s) and use prior surveys, recent sampling, or new sampling to determine if the suspected material contains asbestos or other hazardous material(s). Suspect materials considered asbestos containing will be managed by the Asbestos Coordinator.

15. Salvageable, Non-Salvageable Items, and Surplus Materials

Non-Salvageable Items / Waste Disposal

For Work that require a dumpster or roll-off container for waste disposal, at least 75% (by weight or volume) of non-hazardous C&D waste should be reused or recycled. Materials that can't be reused should be recycled using one of the following methods:

- a) Collected as a mixed waste stream and sent to a facility that achieves a minimum 60% recycling rate.
- b) Separated into material categories on-site and sent to facilities that recycle the specified material. If sorting by material type, at a minimum, the following materials should be separated for recycling: cardboard, concrete, metals, untreated wood, and roofing material. If the Contractor elects to provide separate debris boxes on-site, all boxes must be clearly labeled with the material each box shall be designated to hold. All boxes shall be monitored daily to avoid illegal dumping by the public.
- c) Waste sent to a waste-to-energy facility will not be counted as recycling.
- d) Contractors must recycle waste generated by workers on-site at County buildings or by taking waste with them (example: beverage bottles and cans, office paper, etc.).

For Work that does not require a dumpster or roll-off container for waste disposal, reuse and recycling should be prioritized for any materials that need to be disposed of. The contractor shall be responsible for disposal of all materials according to all applicable codes and regulations.

The cost of disposal shall be included in the contract quoted rates. Receipts for disposal fees are required to be submitted with invoices.

Salvageable Items

Prior to commencement of work, Contractor should communicate with CAR to identify any items which should be salvaged or saved for re-use. Items identified as salvage or save for County re-use shall be cleaned, packed or crated, clearly labeled and stored in a secure area approved by the CAR so as to protect from damage during storage. Contractor shall carefully remove existing materials and equipment identified by the County to remain the property of the County. When not clearly identified by the plan, instructions, or located by discovery Contractor shall consult with the CAR for any salvage the County may wish to retain.

Contractor shall not sell, trade for profit or gift to third-party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary on-site storage and pick-up coordination and make allowance for such added care within the overhead portion of the proposed labor rates. Storage or sale of salvaged items or materials, by the Contractor, will not be permitted.

Surplus Materials and Equipment

Surplus Materials and Equipment means materials, equipment, or parts purchased by Contractor and paid for by the County, but which are ultimately not incorporated into the Work or consumed in the course of performing the Work. All trade discounts, rebates, and refunds, if any, and all returns from the sale of Surplus Materials and Equipment shall accrue to the County, and Contractor shall take such steps as are necessary to ensure that the County receives credit for all of the foregoing.

For those materials in which the County desires to retain attack stock (overage of materials not installed), Contractor shall leave those materials at the location of the Work as directed by the CAR.

16. Damages

Necessary precautions shall be taken at all times to protect persons, property and equipment from injury or damage. Any damage shall be reported, reviewed, and discussed with the CAR. During deliveries, handling and installations, Contractor shall protect existing building structures, components, and other features and finishes from damage by any operation in conjunction with the Work. Contractor shall apply protective barriers or coverings where and when required to ensure protection from damage or deterioration of materials and finishes.

17. Conduct of Contractor's Employees On-Site

The following behavior is **not** allowed on County premises:

- Using improper language.
- Acting in a loud, boisterous, or otherwise unprofessional manner.
- Engaging in harassment or otherwise offensive conduct.
- Allowing unauthorized persons, including family and friends, to enter the building or area in which Contractor's employee is assigned. Visitors must stay in the public lobby until Contractor's employee arrives.
- Opening or going through any County property, including furnishings, or use of County equipment or property.
- Theft or aiding in the theft of County property.
- Sleeping on the job.
- Taking scrap material.
- Using tobacco products, including electronic smoking devices, anywhere on County premises.
- Using County tools, equipment or supplies without prior authorization.
- Possessing firearms or any other weapon, even if legally permitted to carry firearms or other dangerous weapons.
- Sexual misconduct, sexual abuse, and/or sexual harassment, as defined by Minnesota statute, and by state and/or federal law.

Contractor's employees deemed noncompliant by the County must be removed immediately and replaced within twenty-four (24) hours. Contractor's employees must submit to weapons screening as directed. Contractor's employees must be able to understand, read, and communicate in English under the performance of this Contract. Contractor must observe and comply with all of County's present and future rules and regulations regarding conduct on the premises.

18. Background Checks Required

All Contractor's Employees, including but not limited to owners, officers, agents, employees, partners, subcontractors, representatives, and volunteers, must complete background checks at the contractor's expense – no exceptions.

Hennepin County requires advanced background checks, including fingerprinting, for access to certain facilities and floors. The contractor must maintain sufficient personnel with these checks to handle turnover and ensure backup coverage.

A list of proposed employees must be submitted before work begins, and background checks must be completed with County approval before assigning any work. Delays must be promptly reported to the CAR.

The County will review background checks and determine suitability based on the services to be performed and access to information. Criminal records will be assessed following Minnesota Statutes Chapter 364, and the County reserves the right to reject employees with offenses.

Every thirty-six (36) months, or at the time of contract renewal, whichever is sooner, the Contractor is responsible for obtaining (with Hennepin County assistance) updated advanced level criminal background checks for each employee previously approved through the HCSO or DOCCR. Advanced level criminal background check information is to be submitted not less than thirty (30) days prior to the thirty-six (36) month anniversary date when renewing an HSCO or DOCCR check.

Hennepin County will review the criminal background check report information and, if possible, within ten (10) days will notify the Contractor of the employee's suitability for work at a Hennepin County facility. Hennepin County's review of a contractor employee's criminal background and its decision regarding the Contractor employee's suitability for work at a Hennepin County facility in no way absolves the Contractor of its responsibilities as outlined in the preceding or following paragraph(s).

The Contractor's decisions regarding the assignment of Contractor's employees to perform contract requirements in Hennepin County facilities shall be based on careful consideration of the contract work, reasonable security of the premises, its occupants and contents, performance standards and responsibilities required of the Contractor by the contract, and an employee's criminal record.

Sharing of Criminal Background Investigation Information

Contractor agrees that when Contractor provides criminal background check information to either the Hennepin County Sheriff's Office (HCSO) or to the Hennepin County Department of Community Corrections and Rehabilitation (DOCCR) for the purpose of determining whether to grant access to Contractor, its agents, employees, and/or subcontractors to facilities operated by the HCSO or the DOCCR, the HCSO and the DOCCR may share such information for said purpose without obtaining any additional consent from Contractor, its agents, employees, and/or subcontractors. Contractor shall inform its agents, employees, and subcontractors that such information may be shared in this manner. This authorization shall remain in effect so long as Contractor and/or its agents, employees, and/or subcontractors seek access to such facilities in connection with the Contractor's contract with Hennepin County.

Contractors must inform employees of the County's right to share background check information without additional consent. Employees refusing this must not be submitted for checks.

19. Building ID Badge, Card Access, Key Control

Responsibility

Identification badges, access cards, and keys are the contractor's responsibility.

Issuance

Badges and access cards will be issued only after fulfilling contract background check requirements. To receive an access card, the contractor's representative must submit the names of those needing access to ps.contractoraccessrequests@hennepin.us. Exceptions may include correctional and Sheriff's facilities.

Costs

Initial costs of access cards are borne by Hennepin County. Replacement of lost or damaged cards is at the contractor's expense (\$15.00 per card).

Reporting Lost/Stolen Items

Any lost, stolen, or broken keys/access cards must be reported immediately to the CAR. Failure to return keys/access cards will result in the contractor covering the costs to restore/maintain facility security.

Usage

Issued keys and access cards are for the exclusive use of the contractor's supervisory and service personnel assigned to the site. Removal of facility keys from the building requires prior written approval from the CAR. If keys are taken off the property, they must be returned immediately.

Liability

The contractor is liable for any loss or damage to keys, keyrings, etc. If the County incurs expenses to repair or rekey due to lost keys, the contractor will be responsible for all costs.

Damages

Any damages or losses suffered by the County due to the Contractor's failure to comply with this section shall be fully reimbursable by Contractor.

4. Facility Additions & Deletions

Hennepin County reserves the right to remove or add facilities from / to this agreement as needed.

If seeking to remove facilities, Hennepin County will give as much notice as possible. However, there is no requirement for early notification to the Contractor.

Facility additions or deletions or other reasonable adjustments to the scope of work that do not change the main purpose of the contract will be invoiced according to the pricing in **Attachment B-Cost Proposal Worksheet**.

20. COVID-19 Policy

The Contractor must comply with all COVID-19 rules and policies, adopted by the County Board, and implemented by County Administration, which apply to persons who enter County facilities occupied by County employees. The Contractor shall comply with all additional requirements established by the County related to the enforcement of the vaccination/testing rule.

Contractor must abide by County's requirements for visiting County buildings, including wearing required face coverings **when applicable**. The requirements are subject to change at County discretion.

21. Termination for Convenience

County may terminate this contract, in whole or in part, with or without cause, at its sole discretion upon written notice to Contractor. Such notice shall be made in writing at least thirty (30) calendar days prior to the date of termination for convenience. Upon notification, Contractor shall cease work and shall submit to County an itemized statement of services performed to the date of termination, unless the County, at its sole discretion, waives the cease work requirement. Said services shall include both completed work and work in progress at the time of termination.

EXHIBIT 2

Hennepin County Standard Terms and Conditions

The Hennepin County Standard Terms and Conditions are included in the ProcureWare documents as Exhibit 2. The Hennepin County Standard Terms and Conditions become a part of the Contract Documents upon award.

EXHIBIT 3
Facility List

The Facility List is included in the ProcureWare documents as Exhibit 3.