



REQUEST FOR PROPOSALS (RFP)

FOR

ARPA Architectural Services

WASHINGTON COUNTY

*Note: A "Qualification Based Selection" method will be used to review proposals submitted in response to this RFP. The responder must **not** include price information either in the body of the proposal or as a separate submittal. Any price/fee information should be included in attachment D.*

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1. Project Information

1.1. Project Overview

Washington County is requesting Proposals from qualified firms to provide their professional planning, programming, and design services for the purpose of Capitol Planning and Implementation of hybrid workspace strategy.

This Request for Proposal has been prepared by Washington County to secure Architectural services on an as-needed basis via an auto renew contract. It is anticipated that contracts per this Request for Proposal will be renewed annually, with the solicitation process occurring approximately every five (5) years.

The selected firm will work with the invested stakeholders and the County selected furniture vendor to create concepts for space reconfiguration that include the County planning philosophy. It will include design strategies that implement new workstyles that enhance the functionality and flexibility of the County facilities to maximize space, support, employee attraction, attention, and engagement, adapt to the changing needs and demographics, provide safety and security, promote wellbeing, support diversity, and improve capitol efficiency. The Capital plan will include a phased approach to design

By entering into such a contract, the Consultant and the county can expedite project delivery by eliminating the need for project-specific solicitations, proposal reviews, and contract approval processes when urgent needs arise. It should be understood that the contract amount would be set such that it will be sufficient to cover the anticipated annual services, although the actual payment amount to the Consultant will reflect only actual work performed, with no guarantee of the full contract amount nor any minimum amount being used. Contracts will be set to an annual maximum not to exceed \$100,000.

Washington County may enter into multiple contracts as needed to adequately provide the variety of services that may be required. Additionally, the county may solicit Project Estimates from contract holders for individual projects within the contract term. When soliciting Project Estimates, the county shall make available to the Consultant(s) a detailed description of the project and the required project deliverables.

Some or all of the payments may be made from federal funds obtained by the County through the American Rescue Plan Act of 2021 (“American Rescue Plan”, “ARPA”). Therefore, Contractor agrees to comply with the American Rescue Plan Act, as amended, as well as the rules of any regulatory body under the American Rescue Plan Act.

1.2. Project Schedule

The project work will commence upon selection of the Consultant and after award of a contract.

Schedule

Washington County anticipates the following schedule for this project:

RFP Solicitation Release	May 25, 2022
Intent to Propose Due	June 3, 2022
Questions Due	June 3, 2022
Addendum Due	June 8, 2022
Proposals Due	June 17, 2022
Evaluations	June 24, 2022
Award Letters	July 8, 2022
Contract Execution	July, 2022

2. Scope of Work and Deliverables

The role of the selected Consultant team will be to complete all tasks necessary to take the project through the development of a municipally-approved preliminary layout. Washington County will act as the lead agency through all aspects of the project. The County’s role as lead agency does not preclude direct and regular interaction between the Consultant and the Township, South Washington Watershed District, and other agencies. Their input and review is important and their approval of the preliminary layout will be required; however, the County is to be kept informed of agency dialogue and will assist the Consultant in determining the need and scope of interaction with a particular agency. The Township will need to be involved in the design layout development and review and other intermediate completion points, and their input will be incorporated on a regular basis to avoid review delays or reworking of design elements.

2.1. Project Description

2.1.1. Washington County

(the “County”) intends to retain an architect to provide services for all County buildings on an as needed basis.

2.1.2. It is the Intent of This Document

to outline a general description of possible services needed. Additional needs may arise as dictated by the work.

2.1.3. The General Scope

of the County needs is to complete programming, design, site preparation, and construction on as needed basis. The capitol planning, programing and design services will include:

- Conducting Interviews with County departments to update programing for the changing needs of each department and identify future needs.
- Collaboration and coordination with Building Services Project Manager(s), individual departments and County vendors whenever necessary.
- Long term capital planning for future redesign and FFE replacement.
- The capital planning and design services will create space plans that incorporates the County planning philosophy with department needs to develop a strategy for

implementation. This will include: Address how the space can be used differently, if necessary, through the rearrangement of uses, space or furniture modifications, or other means to utilize the full potential of the space.

- Provide professional cost estimating whenever necessary.

2.2. County Vision, Mission, Goals

2.2.1. Vision

A Great Place to live, work and play...today and tomorrow.

2.2.2. Mission

Providing quality services through responsible leadership, innovation, and the cooperation of dedicated people.

2.2.3. Goals

- To promote the health, safety, and quality of life of citizens.
- To provide accessible, high-quality services in a timely and respectful manner.
- To address today's needs while proactively planning the future.
- To maintain public trust through responsible use of the public resources, accountability, and openness of government.

2.3. Previous Similar Experience

Identify similar projects, completed within the last 10 years, involving a City or County for which the firm has provided full planning, design, construction administration, and observation services. Describe and show your best examples of Projects designed and built to reflect community values and context.

1. Provide Project Name, project size GSF, total project cost in dollars, project type.
2. Provide a Project Team/Project Experience Matrix showing the Team proposed for this project and their involvement on each of the sample previous projects.
3. Provide references for each project including name of contact, title, phone.

2.4. Experience and Capacity

Please provide the following:

1. Describe the structure of your team: primary firm and sub consultants, joint venture, partnership, corporate status, etc. The County will only contract with one entity and that entity should make whatever arrangements with its partners/Sub-consultants that it thinks are appropriate. Any legal requirements of the State of Minnesota or Washington County would apply.
2. Describe key team member's background and related experience, demonstrating availability and ability to provide required services.
3. Include resumes of all proposed Consultant design team members and indicate the number of staff available within the firm.

4. The resumes should identify name and position in firm. Minnesota Registration numbers for licensed professionals, level of expertise, years of experience in areas of specialty and any direct work experience on City or County projects.

2.4.1 Project Objectives

The architect may be expected to assist the County with developing project goals and objectives, including but not limited to:

1. Building and site Image
2. Quality Level of Materials and Systems
3. Flexibility of Space to Adapt to Changing Needs
4. Customer Service and Experience
5. Sustainability

2.5. Scope of Work

The Scope of Work for the Consultant shall include, but is not limited to, the following major items:

2.5.1 Consultant Responsibilities

The consultant may be responsible for the following:

1. Planning and programming
2. Site selection
3. Coordination for site development
4. Demolition of existing spaces
5. Schematic design
6. Design development
7. Construction documents
8. Construction bidding
9. Construction observation
10. Construction administration
11. Construction punch list
12. Construction Close-out (Warranty Walk-throughs)

2.5.2 Consultant Expertise

The consultant must have expertise in the following architectural services:

1. Interiors
2. Structural
3. Mechanical
4. Electrical
5. Civil
6. Landscape Design
7. Acoustical Design
8. Wayfinding
9. Furniture Fixtures and Equipment
10. Construction Administration Services

All architects and engineers of record must be registered in the State of Minnesota.

2.5.3 Consultant Assistance

The consultant shall assist the County in attaining its project objectives and sustainability objectives as needed.

2.5.4 Consultant Development

The consultant shall develop a final building program based upon input from project stakeholders.

2.5.5 Collaboration and Coordination

The consultant shall collaborate and coordinate with other County vendors whenever and wherever necessary.

2.5.6 Progressively Detailed

The consultant shall provide progressively detailed and professional cost estimating whenever necessary.

2.6. Project Deliverables

The consultant team shall provide the following as necessary:

1. Architectural Design
2. Civil Design & Engineering
3. Structural Design & Engineering
4. Electrical Design & Engineering including backup power
5. Plumbing and Fire Protection & Engineering
6. Landscape Architecture
7. Interior Design, including FFE
8. Construction Administration
9. ADA Design
10. Energy modeling, building analysis
11. Sustainable Design
12. Code Compliance
13. Vertical Transportation Design
14. Traffic Pedestrian Engineering
15. Acoustic Design
16. Infrastructure Design for Audio, Video, Data/Telecommunications, and Security Systems
17. Interior, Exterior, and Wayfinding Signage

3. Proposal Content

Proposals will be limited to no more than fifteen (15) pages in length, excluding a cover sheet, a cover letter, and appendices. The font shall be no smaller than 11 point, 11x17 pages can be used for maps, exhibits, and/or schedule and will count as a single page. Appendices are anticipated to contain pre-prepared marketing materials and/or full resumes or other supporting documents. Reviewers may or may not review material contained in appendices. The following will be considered minimum contents of the proposal and must be submitted in the order listed:

- 3.1** Title Page/Cover Letter to introduce the Consultant submitting the proposal, including the name, address, telephone number, email address of the contact person(s) representing the team and also the names of other firms or individuals participating in the proposal.
- 3.2** Table of contents to identify the proposal material by section and page number. Tabs are recommended for differentiating sections of the proposal.

- 3.3 A statement of the objectives, goals and tasks to show or demonstrate the responder's understanding of the nature of the project and the work required.
- 3.4 A description of the proposed project approach and methodology to be utilized; the deliverables to be provided by the responder; and a description of the proposed project management techniques. Firms are encouraged to propose additional tasks or activities if they believe such tasks or activities will substantially improve the results of the project. These proposed additional tasks should be separated from the required material.
- 3.5 A detailed description of the responder's background and experience with preliminary design, detail design, drainage design and environmental work. This should include examples of similar work indicating the responder's level of involvement in the project and shall include information on the client contact person, address, email address, and phone number as well as original budget and final budget and original completion date and final completion date. Emphasis should be placed on ability and history to successfully deliver projects similar to the county's proposed project.
- 3.6 A project manager from the firm must be identified with detailed educational experience and any other additional information to demonstrate competence and ability to fulfill the obligations of the Contract. The project manager must have been a project manager on a similar project prior to working on this project. The Consultant project manager must be available in a local office (Minneapolis/St. Paul metropolitan area) during the entire project period.
- 3.7 A list of key personnel who will be assigned to the project; their area of responsibility, work experience, qualifications and availability to perform the proposed work. No change in personnel assigned to the project will be permitted without the written approval of the county's Project Manager.
- 3.8 A work plan and/or schedule identifying the major tasks to be accomplished. The work plan must present the responder's approach, task breakdown of the major project requirements, a critical path timeline, approach to quality control, deliverable due dates, and project completion date. This work plan will form the basis for cost negotiations after responder selection.
- 3.9 The Proposer shall summarize the key elements of the proposal and provide a discussion as to why the firm should be selected for this project.
- 3.10 A "Qualification Based Selection" method will be used to review proposals submitted in response to this RFP. The responder must **not** include price information or hour summaries either in the body of the proposal.

4. Proposal Evaluation

Representatives of Washington County will evaluate all responses received by the deadline. All responses will be evaluated on the basis of qualifications so the team(s) should be aware that their experience in providing similar services or similar projects within the Twin Cities Metropolitan Area will strongly influence their scores. A 100-percent scale will be used to create the final evaluation recommendation.

The factors and weighting on which proposals will be judged are:

1) Expressed understanding of the project objectives	10%
2) Completeness, quality, and overall technical competence of the proposal, project approach, work plan and schedule	25%
3) The experience and qualifications of the project manager	20%
4) The experience and qualifications of the key team members and their work on similar projects	25%
5) The availability of personnel and other resources to perform the work within the specified project schedule	10%
6) Cost of Services	10%

Proposals will be evaluated on the above criteria.

The County reserves the right to waive any minor irregularities in the proposal request process. The County reserves the right to interview any, all, or none of the respondents at its discretion. The County shall not be liable for any expenses incurred by the Consultant including but not limited to expenses associated with the preparation of the proposal.

Prospective Consultants should thoroughly read the CONTRACT TERMS AND CONDITIONS attached hereto (Appendix A) as the Consultant to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

It is anticipated the evaluation will be completed by June 24, 2022.

5. Proposal Submittal

All proposals must be sent electronically to:

Mandy Leonard, Senior Project Manager
mandy.leonard@co.washington.mn.us
 Washington County Government Center
 14949 62nd Street North
 Stillwater, MN 55082

Interested firms must submit to the e-mail address above clearly marked as follows: **“ARPA Architectural Services RFP.”** The proposal must be signed by an authorized representative of the firm. Submit proposal to the email address indicated above, no later than **2:00 pm** on Friday June 17, 2022. Late submittals may not be considered.

6. Proposal Questions

If you are interested in submitting a proposal for this service you must email Mandy Leonard, Senior Project Manager, indicating your intent and interest, and your contact person by June 3, 2022. All questions regarding this RFP must be sent via electronic mail to the following contact:

Mandy Leonard, Senior Project Manager
mandy.leonard@co.washington.mn.us

Only written questions will receive responses. Washington County reserves the right to disregard questions received after 4:00 PM on June 3, 2022. If a question pertains to a clarification of this RFP, the question and answer will be forwarded to all Consultants who expressed interest in submitting a proposal. A copy of all written questions submitted, with responses, will be distributed to interested Consultants no later than 4:00 PM on June 8, 2022.

Please note that no other Washington County personnel are allowed to discuss this RFP with anyone, including Respondents, before the proposal submission deadline. This RFP does not obligate the County to award a Contract or complete the project. The County reserves the right to reject any or all proposals.

ATTACHMENT A

REQUIRED CONTRACT TERMS AND CONDITIONS

A contract will be prepared by Washington County upon selection of a contractor. Appropriate language will be added to document the specific nature and scope of services, costs, responsibilities, and liabilities of each party. Additional areas of concern may be incorporated, subject to mutual agreement between parties.

The following provisions I through XXI must be included in any contract and are non-negotiable.

I. COST AND PAYMENT

The Contractor will provide to the County a clear documentation of work performed, dates of work, and location of work. Contractor invoice will reflect charges in accordance with the Cost Proposal provided. Contractor invoices will be paid within 30 days of receipt of the invoices providing proper documentation is presented. Payments made under this Contract shall be in the form of Automated Clearing House (ACH) or check. The County may withhold payment for failure to provide service to comply with any of the provisions of this agreement; no interest penalty shall accrue against the County.

Charges such as but not limited to truck or vehicle charges; mileage reimbursement; fuel, trip or parking charges; consumable incidental materials; shop materials; and routine environmental charges, etc. shall be included in the Contractor's overhead and shall be calculated as indicated on the Cost Proposal provided. These charges will not be reimbursed if labeled as "miscellaneous charges."

II. SECURITY AND PRIVACY

The Contractor is responsible to close, secure, and lock all doors in County facilities when services are performed after normal County hours and no County personnel are present. Washington County has a lockout/tagout program. Service Contractor shall abide by the lockout/tagout procedure. While service Contractors are working in Washington County buildings, Public Works Department requires a service Contractor to sign in/out on a daily basis in addition to wearing a badge stating Contractor is under the direction of Public Works. Service Contractor should produce sufficient identification. The Contractor agrees to take any precautions necessary to maintain security of County buildings and privacy of data found throughout County buildings or on County premises. All questions concerning security issues will be reported to Public Works Department immediately upon discovery.

III. SAFETY

The Contractor must comply with the laws governing employee right to know concerning all materials classified by OSHA as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All MSDS' relating to all chemicals shall be

displayed where chemicals are stored. Any chemicals used in Washington County buildings or in the performance of County projects shall have an MSDS which will be given to Public Works Department. Any spillage of chemicals shall be reported immediately to Public Works Department.

Service Contractor shall remove all supplies, chemicals, etc., from Washington County premises that were used to perform services. There will be no disposing on Washington County property. There will be no loaning of tools and/or equipment to service Contractors from Washington County staff.

Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about County buildings. Report any problems, breakage, fires, etc., immediately to Public Works Department.

IV. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

V. STANDARDS

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

VI. MODIFICATIONS

Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the County and the Contractor shall not require written approval.

VII. POSSESSION OF FIREARMS ON COUNTY PREMISES

Unless specifically required by the terms of this contract or the person it is subject to an exception provided by 18 USC§ 926B or 926BC (LEOSA) no provider of services pursuant to this contract or subContractors shall carry or possess a firearm on county premises or while acting on behalf of Washington County pursuant to the terms of this agreement. Violation of this provision is grounds for immediate suspension or termination of this contract.

VIII. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor novate or assign any interest in the agreement,

without the prior written approval of the county. Any assignment or novation may be made subject to such conditions and provisions as the county may impose. If the Contractor subcontracts the obligations under this agreement, the Contractor shall be responsible for the performance of all obligations by the subContractors.

IX. SUBCONTRACTOR PROMPT PAYMENT

Pursuant to Minnesota Statute §471.425 subd. 4a., Contractor shall pay any subContractors within 10 days of the Contractor's receipt of payment from the county for undisputed services provided by the subContractor. The Contractor shall pay interest of 1½ percent per month, or any part of a month, to the subContractor on any disputed amount not paid on time to the subContractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Contractor shall pay the actual penalty due to the subContractor. The subContractor shall have third party rights under this agreement to enforce this provision.

X. DATA PRACTICES

All data collected, created, maintained or disseminated for any purposes by the activities of the Contractor because of this agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Contractor.

XI. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Contractor will:

- A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this agreement.
- B. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

XII. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Washington County.

XIII. DAMAGE BY CONTRACTOR

Any damage to the Owner's property, building or equipment caused by the Contractor will be the Contractor's responsibility to repair or pay for repairs/replacement of damaged items within a reasonable time frame established by the County.

XIV. INDEMNIFICATION

The Contractor agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this agreement.

XV. INSURANCE REQUIREMENTS

The Contractor agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this agreement, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- B. Automobile coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04 and as amended from time to time.
- C. Worker's Compensation in statutory amount.

Prior to the effective date of this agreement, the Contractor will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this agreement. This certificate of insurance shall be on file with the County throughout the term of the agreement. As a condition subsequent to this agreement, Contractor shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with the County shall be a substantial breach of the contract and payments on the contract shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the contract is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

XVI. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the County or the Public Works Department for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this agreement.

The Contractor will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement shall have no contractual relationship with the County or the Public Works Department and shall not be considered employees of the County or Public Works Department.

XVII. TERMINATION BY COUNTY FOR CONVENIENCE

The County may terminate the contract at any time and for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the contract which were incurred prior to termination.

XVIII. TERMINATION BY COUNTY FOR CAUSE

The County may immediately terminate the contract if the County determines that the Contractor has failed to comply with any of the provisions of the contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default. The County in its sole discretion may, allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from County setting forth the nature of said breach or default, County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

XIX. REMEDIES FOR BREACH AND/OR DISPUTE

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be addressed in writing by the authorized representative of the County. Unless otherwise directed by the County, the Contractor shall continue to perform under this Contract while matters in dispute are being resolved. If a resolution cannot be reached and unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction, with venue in Washington County, Minnesota. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law

XX. CHANGE IN SCOPE OF CONTRACT

The County shall have the right to alter or cancel the contract due to area, task or budget changes subject to seven (7) calendar days written notice to the Contractor.

XXI. SERVICES BEYOND THE SCOPE OF THIS CONTRACT

Any additional tasks added to this project must be by written amendment to this contract signed by both parties.

XXII. MERGER

It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this contract are incorporated or attached and deemed to be part of the contract.

XXIII. BACKGROUND CHECKS

The Contractor shall provide the County a list of all representatives who are providing services in any capacity to the County. The criminal history background check will be conducted by the County through the Minnesota Bureau Criminal Apprehension at the contractor's expense. The County shall have the sole right at any time to reject and expel any Contractor's representative who in the County's judgment pose a risk or potential risk to the security or operations of the County, its staff, representatives, operations or to the public. The County may in its sole discretion waive the background check requirement under this contract.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions)

XXIV. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XXV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

[Contract Work Hours and Safety Standards Act](#). Contractor and any subcontractor, in the performance of work on this contract, must comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Each contractor and any subcontracts are required to compute the wages of every mechanic and laborer (including watchmen and guards) on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Additionally, each contractor and any subcontractors must ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

XXVI. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**Clean Air Act**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

XXVII. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

- (3) This certification is a material representation of fact relied upon subrecipient/contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

XXVIII. LOBBYING

The Lobbying requirements mandate the maximum flow down at every contracting tier, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the certification attached hereto as an Appendix.

XXIX. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.

- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guidelin-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XXX. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Washington County, the designated state/federal Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the County, State, or Federal Administrator or his/her authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Washington and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal Administrator or the Comptroller General of the United States.

XXXI. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal funding. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XXXII. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XXXIII. SOCIOECONOMIC AFFIRMATIVE STEPS (2 C.F.R. § 200.321)

In the performance of this contract, the Contractor must take all necessary affirmative steps to make sure small and minority businesses, women-owned enterprises, and labor surplus area firms are used when possible (see [PDAT Field Manual](#) for definitions).

Affirmative steps must include at least the following six steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on bidding/solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring all subcontractors (if subcontracts are permitted) to take the same affirmative steps as listed in numbers 1 through 5 above.

XXXIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

- (1) As appropriate and to the extent consistent with federal law, including 2 C.F.R. § 200.322, the [Contractor](#) should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XXXV. CIVIL RIGHTS REQUIREMENTS

The following requirements apply to all underlying contracts. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

- a) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- b) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

XXXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (§ 200.216) –

(a) Recipients and subrecipients of federal assistance are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1),

heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

ATTACHMENT B

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned Contractor the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) or this certification; and
- 4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Date: _____

Signature and Title of Authorized Official _____



ATTACHMENT C: Byrd Anti-Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

ATTACHMENT D

Proposal Submittal Form

Official Name
and Address:

By:

(Signature)

Title:

Federal Tax ID #:

Payment Address:
(If different than
address above)

Contact Name:

Email:

Cell #:

Fax #:

Service #1 – Senior Architect Principal (Cost Per Hour):

\$ _____

Service #2 – Architect Principal (Cost Per Hour):

\$ _____

Service #3 – Senior Architectural Staff (Cost Per Hour):

\$ _____

Service #4 – Senior Intern (Cost Per Hour):

\$ _____

Service #4 – Junior Intern (Cost Per Hour):

\$ _____

Service #5 - Mechanical Engineer (Cost Per Hour):

\$ _____

Service #6 – Civil Consultant (Cost Per Hour):

\$ _____

Service #7 – Structural Consultant (Cost Per Hour):

\$ _____

Service #8 – Electrical Engineer (Cost Per Hour):

\$ _____