



CARVER COUNTY
COMMUNITY
DEVELOPMENT
AGENCY

RFP# 2024-02

REQUEST FOR PROPOSAL PUBLISHED DECEMBER 13, 2024

CONSTRUCTION SERVICES FOR
NEW CONSTRUCTION WORK AT "FRANKLIN AVENUE HOUSE"

Project Address:

413 FRANKLIN AVENUE NORTHWEST
WATERTOWN, MINNESOTA 55388

Proposal Due Date:

Date/Time: **JANUARY 23, 2025, AT 4:00 PM CST**

Location Due:

CARVER COUNTY CDA
705 N WALNUT STREET
CHASKA, MINNESOTA 55318

Project Managers:

Melodie Bridgeman

melodieb@carvercda.org

Chris Rotell

chrisr@carvercda.org

****BID SECURITY REQUIRED****

**REQUEST FOR PROPOSAL
CONSTRUCTION SERVICES FOR FRANKLIN AVENUE HOUSE**

The Carver County Community Development Agency (hereafter referred to as CDA) is soliciting proposals from qualified contractors that are licensed and insured to conduct business within the State of Minnesota. Contractors shall provide construction services for the work described as new construction of a single-family home, located in Watertown, Minnesota. The scope of work is for, but not limited to the project known as “Franklin Avenue House” which includes the new construction of a single-family home including 4 bedrooms and 1 ¾ bath, slab-on-grade front porch, a two-stall garage, related site improvements, and likely removal of a foundation system from a previous home on the site. Refer to Section 00 1000 Summary for additional information.

All work shall comply with the conditions set forth in this document and as contained within the project details, specifications, and any attachments contained herein. This contract requires the Contractor to furnish all labor, materials and permits, with the exception of the building permit, as necessary to complete the project as specified herein.

All questions must be submitted in writing before **January 15, 2025 at 5:00 PM CST**. All questions submitted before this date and time will be answered five (5) business days prior to the Proposal due date. Proposals will be received by the CDA Office at 705 Walnut St. N. Chaska, MN on **January 23, 2025 at 4:00 PM CST**. Delivery of Proposals by fax or email is **not** acceptable. Proposals received after the due date and time will **not** be considered and will be returned unopened to the Respondent. **Please provide two copies of the Proposals (one original and one copy of the original) in a sealed envelope indicating RFP# 2024-02.** Proposals will only be accepted from those Contractors that can establish, to the satisfaction of the CDA, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Proposal Documents and provide satisfactory evidence of, and references for, completion of projects **in the capacity as a Contractor of similar scope which is defined as** new residential units and site improvements with a total value of at least one million dollars (\$1,000,000) in the Minneapolis/St. Paul area within the last five (5) years .

The Proposal shall be accompanied by a certified check or bank draft, payable to the CDA, or a satisfactory Bid Bond executed by the Respondent and a Surety that is acceptable to the Federal Government, in an amount equal to Five Percent (5%) of the Proposal. Failure to comply with this requirement may cause the Proposal to be considered non-responsive, and subject to rejection. The term of this Contract shall be for a period of eight (8) months from date of the Notice to Proceed (NTP). The Contract will be awarded to the Responsive and Responsible Respondent offering the best combination of qualifications and price, who meets the **Qualification Requirements outlined in Part I Section G**. No Respondent may withdraw or alter their Proposal within Sixty (60) days after the Proposal opening. CDA maintains the right to reject any or all Proposals. CDA has the right to waive informalities and irregularities in a Proposal received and to accept the Proposal that, in CDA’s judgment, is in CDA’s best interests. A Proposal is defined as a complete and properly executed written proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents. The Proposal Documents include the submittal Requirements, the proposed Contract Documents and any Reference Documents. CDA’s selection committee shall review the Respondents’ qualifications and price in accordance with the published Selection Criteria. Based on these criteria, the committee will choose the Respondent deemed “qualified” with the best combination of factors and price who will be selected to enter into a contract for this project.

**REQUEST FOR PROPOSAL NO. 2024-02
GENERAL CONTRACTING SERVICES
FOR FRANKLIN AVENUE HOUSE**

I. GENERAL

A. Introduction

1. The Carver County Community Development Agency (hereinafter referred to as “CDA”) is soliciting proposals from qualified and licensed Contractors (hereinafter referred to as “Respondents”) for the project known as “Franklin Avenue House” which includes the new construction of a single-family home including 4 bedrooms and 1 ¾ bath, slab-on-grade front porch, a two-stall garage, related site improvements, and likely removal of a foundation system from a previous home on the site.
2. All work in connection with this Request for Proposal (RFP) shall comply with the project details contained herein, and the scope of work, (collectively hereinafter referred to as the “Construction Bid Documents”). Additional project information is contained in the General Requirements section below. The information provided in this RFP will be incorporated into the contract as part of the specifications for the project.
3. Other details related to this project, if applicable: Refer to Section 01 1000 Summary of Work
4. Respondent with the best combination of qualification factors and price will be chosen by a project selection committee to serve as “Contractor” for this project.

B. Property Description

1. The site is located at 413 Franklin Avenue Northwest in Watertown, Minnesota.

C. Questions

1. All questions regarding the project and supporting documentations must be submitted to Melodie Bridgeman of the CDA in writing via email to melodieb@carvercda.org. The deadline for submitting any and all questions is **January 15, 2025 at 5:00 PM CST**.

D. Due Date

1. Proposals will be received by at the CDA office located at 705 Walnut St. Chaska, MN 55318 no later than **January 23, 2025 at 4:00 PM CST**.
2. **Please provide total of two (2) copies, One (1) Original, One (1) Copy. Delivery of proposals by fax or email is not acceptable.** Proposals received after the due date and time may not be considered, and if disqualified they will be returned unopened to the Respondent.

E. Addendum

1. In the event this solicitation is amended, all terms and conditions which are not modified remain unchanged.
2. Respondents shall acknowledge receipt of any Addendum to this solicitation by acknowledging receipt of addenda on the Proposal Form. Failure to acknowledge receipt of any Addendum will result in the rejection of Respondent's proposal if the Addendum contained information that substantively changed CDA's requirements.

F. Minimum Qualifications

1. Proposals will only be accepted from Respondents who provide satisfactory evidence of, and references for completion of projects of similar scope of work.
2. The Proposal shall be accompanied by a certified check or bank draft, payable to the CDA, or a satisfactory Bid Bond executed by the Respondent and a Surety that is acceptable to the Federal Government, in an amount equal to Five Percent (5%) of the Proposal. Failure to comply with this requirement may cause the Proposal to be considered non-responsive, and subject to rejection.
3. The successful Respondent will be required to furnish and pay for satisfactory Performance and Payment Bonds for One Hundred Percent (100%) of the Contract value.
4. Contractor shall provide a copy of all current and valid Federal and State licensing for the Company and its employees necessary to perform the scope of work contained herein. Provide your own documents.
5. Other qualifications for this project:
 - i the contractors must have experience with new residential units and site improvements with a total value of at least one million dollars (\$1,000,000) in the Minneapolis / St. Paul area within the last five (5) years.
 - ii Refer to Section 00 4530 Responsible Contractor Verification and Certification of Compliance for additional requirements.

The Qualification Information listed above shall be submitted with the Contractor's Proposal. Failure to provide all required documentation with packet submission may be deemed an incomplete submission and subject to disqualification.

CDA reserves the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP; to waive minor irregularities; and to conduct discussions with all responsible Respondents, in any manner necessary, to serve the best interest of CDA. CDA reserves the right to request additional information from any or all Respondents if necessary to clarify that which is contained in the submissions.

While it is the present intention of CDA to carry out the development of the property as identified in this RFP as soon as practicable, nothing contained in this RFP shall be construed as a warranty or commitment on the part of CDA to be obligated to develop all or any portion of the property. CDA shall not be liable for any costs,

damages, injuries, or liabilities caused to or suffered or incurred by the Respondent, its successor or assigns in connection with, or as a result of CDA's inability to meet deadlines or any preliminary schedules.

G. Selection

CDA's selection committee will review the Respondents' qualifications and price. Based on these criteria, the committee will choose those Respondents deemed "qualified." The Respondent with the best combination of factors and price will be selected to enter into a contract for this project.

1. Submission Requirements

- i In addition to the minimum qualifications (Part I, Section F), each Respondent must submit the following:
 - a. The Proposal Submittal and the Contractor's Statement of Qualifications. If there are any claims or suits listed, please provide name of project, claimant, reason, and status. Please be sure to list projects, completed or in progress, that best demonstrate competence to perform work similar to that required here. AIA A305-2020 to be completed and returned with the Proposal.
 - b. Brochure and Supporting Materials. Please provide supporting materials, such as photographs, sample schedules, and other brochures to assist CDA in evaluating your firm.
 - c. Responsible Individual. Please list the name, title, email address, and telephone number of the person empowered to speak for the firm in connection with its qualifications, policy, and financial and contractual matters.

No Respondent may alter their proposal after submission.

Failure to provide all required documentation with packet submission will be deemed an incomplete submission and subject to disqualification. Proposals should be submitted in the order noted above.

2. Selection Criteria

- i CDA will use the following criteria to evaluate the proposals and will rate each Respondent accordingly:
 - a. Completion of previous projects (10%);
 - b. Demonstrated ability for on-time completion (10%);
 - c. Financial Strength (10%);
 - d. Experience and references (30%)
 - e. Technical requirement met (10%)
 - f. Price (30%)

II. SCOPE OF WORK

A. General Scope of Work

1. CDA seeks to enter into a contract with a General Contractor (hereinafter "Contractor") to construct a new single-family home, a two-stall garage and related site work at 413 Franklin Avenue NW, Watertown, MN.
2. Before commencement of any work, the selected Contractor must furnish CDA with payment and performance bond documents and certificates for any required insurance at no additional cost to CDA.
3. The Contractor shall provide all labor, materials, equipment, transportation, and permits, with the exception of the building permit, as necessary to perform the work as set forth in the Request for Proposal, Scope of Work, and Construction Bid Documents.
4. Upon issuance of the Notice to Proceed and before commencing work, the Contractor shall visit the site to verify field conditions. Should variations arise between the field conditions and the construction documents, the Contractor must notify CDA's Project Manager, in writing, of any discrepancies immediately.
 - a. Any changes or additional work done without the prior written consent of the Project Manager shall be at the Contractors' risk.
 - b. CDA reserves the right to add to or delete any work specified in this contract.
 - c. The Contractor shall coordinate all work with the Project Manager.

B. General Requirements

1. Code Compliance and Inspections

- a. The Contractor shall ensure that all work is performed in accordance with State and local codes that apply to Contractor's Scope of Work. Any work not in accordance with codes shall be corrected by the Contractor at no additional cost to CDA.
- b. The Contractor shall schedule all necessary inspections required by State and local codes, with the appropriate code enforcement staff and notify the CDA Project Manager of inspection results in writing within seventy-two (72) hours of receiving such reports.

2. Contract Documents

- a. The parties shall utilize AIA Construction Contract forms and General Conditions with supplemental conditions applicable to CDA projects. CDA intends to use the following **amended AIA Contract Documents: - A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.**

b. Insurance

- i. Contractor must maintain, or cause subcontractors that perform any work for the Project to maintain during the process of construction or rehabilitation insurance in types and amounts specified in Exhibit 2. Contractor shall ensure that any carrier delivering Equipment to the Project maintain said insurance. All policies of insurance, other than professional liability and worker's compensation, shall name the Owner as an additional named insured.

c. Permits

- i. Contractor is responsible for assuring that all necessary trade permits are obtained (as applicable) for work requested by the Contract Administrator or authorized CDA representative. The cost of trade permits shall be included in the Contractor's proposal. **CDA shall provide the building permit only.**
- ii. Contractor is responsible for proper posting of all permits on the project sites per Carver County requirements. Copies of all permits will be provided to the CDA Project Manager or authorized CDA representative prior to beginning any work.
- iii. All permits and fees, with the exception of the building permit, are to be included in contract price.

3. Requirements

- a. No work will be performed before 8:30 a.m. or later than 5:00 p.m. Monday through Friday unless written permission is given by the Project Manager.
- b. Work can be performed on Saturdays only with written permission from the Project Manager.
- c. The staging area(s) will be discussed and approved between the Construction Manager and the General Contractor.
- d. No utilities shut-down other than between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.
- e. Except in the case of an emergency, no work will be performed on Sundays or holidays.
- f. Contractor shall be required to attend pre-construction meetings, as directed by Owner, to discuss construction operations. Contractor shall provide a detailed schedule of work.
- g. Contractor shall provide for personnel identification of all staff to ensure Owner is aware of construction staff.

- h. Any discrepancies or suspected errors in the drawings or specifications shall be immediately brought to the attention of the CDA Construction Manager.
- i. All work is to be performed under OSHA Code, International Existing Building Code (IEBC), ICC Electrical Code, and Carver County Code.
- j. The General Contractor will be responsible for assuring that MEPs obtain trade permits. The cost of trade permits is included as part of the scope of work.
- k. All accidents (either bodily injury or damage to the property) must be reported to CDA immediately.
- l. The health and safety of the residents is of the highest priority during the construction of this project.
- m. Contractor must provide 24-hour emergency contact information.
- n. The Contractor or their subcontractors shall obtain all required permits (trade and building) for the work to be performed. Copies of all permits will be provided to the CDA Project Manager.
- o. Other requirements specific to this project but not yet listed: N/A

4. Warranty

- a. All work shall be performed in a professional and safe manner according to OSHA safety standards as well as all manufacturers' specifications.
- b. Upon completion of work, Contractor shall provide copies of all manufacturer warranties and operating manuals on materials and equipment to the CDA Project Manager on a per-unit basis. In addition, the Contractor shall provide a one (1)-year warranty on all work performed.
- c. All materials shall be new, as per specifications, and are to be installed according to the manufacturers' instructions.
- d. In the event any work performed under the Contract does not meet manufacturer's installation guidelines and specifications; the Contractor shall be notified in writing of the deficiency. Corrective action shall commence within 24 hours of notification for all work found unacceptable to CDA's designated representative by the Contractor at no additional cost to CDA. In the event corrective action is not taken in a timely manner, as determined by the Contract Administrator or authorized CDA representative, CDA reserves the right to terminate the Contract or any portions thereof.

5. Fair Housing

- a. Contractor acknowledges and understands that Carver County CDA is a housing provider that complies with and operates within the requirements of Federal, State, and local fair

housing law. Carver County CDA does not discriminate against any person on the basis of race, color, religion, sex, handicap, familial status, or national origin.

- b. Sexual harassment is a form of discrimination that violates fair housing law. Carver County CDA does not tolerate sexual harassment of residents or employees.
- c. Contractor agrees to comply with all Federal, State, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this agreement.

6. Emergency Contact

- a. Prior to the commencement of work the Contractor shall provide the CDA Project Manager and Construction Manager with twenty-four (24) hour emergency contact names and telephone numbers for two (2) individuals.

7. Change Orders

- a. Any request for changes to the Scope of Work after contract is awarded must be made in writing to CDA's Project Manager. This includes any work that would increase or decrease the cost of the work, any additions or subtractions to the quantity of materials of work and any change that would affect the completion date of the contract. Any changes made without a signed change order from CDA will be at the sole risk of the Contractor and will be done at no additional cost to CDA.
- b. All items or hidden damage discovered that may necessitate a Change Order Request from the Contractor must be documented by photographs and accompanied by detailed descriptions.

C. Project Requirements

- 1. Upon submitting their proposal, the Respondent warrants that it has visited the job site and familiarized itself with the work plans and specifications (Construction Bid Documents) as may apply to this Contract.

D. Contract Term

- 1. The time to complete this work shall be eight (8) months from the date of the Notice to Proceed.
- 2. After the contract has been signed by CDA and the Contractor, the Contractor shall, within fourteen (14) days, hold a pre-construction meeting with the CDA Project Manager to establish a work schedule. This schedule shall include an outline of the work, scheduled start and completion dates, and shall be in accordance with the requirements in the project specifications.

E. Other Contract Terms

1. Utilities shall be paid for by Contractor. Contractor is responsible for temporary toilet and trash removal including construction materials per Carver County codes.
2. Contractor is responsible for Builders Risk Insurance, to be included in the proposal.
3. No construction work is to take place earlier than 8:30 a.m. or after 5:00 p.m. Monday through Friday. No additional work hours, including weekends and holidays, will be permitted without prior written approval from the Project Manager.

F. Liquidated Damages

1. Failure to complete the work as specified in the contract may result in Liquidated Damages in the amount \$150 per calendar day for each day that the work remains incomplete after the contract completion date until such time as Substantial Completion of the contract is achieved.

G. CDA Project and Construction Managers

1. The designated CDA Project Managers are Melodie Bridgeman and Chris Rotell.

H. Exhibits

- 1 Proposal Submittal
- 2 AIA A305-2020 to be completed and returned with bid.
- 3 Insurance Requirements
- 4 Non-Collusion Affidavits

EXHIBIT 1

PROPOSAL SUBMITTAL

Proposal of _____ (hereinafter called "Respondent") a corporation/partnership/individual licensed to do business in the State of Minnesota to the Carver County Community Development Agency (hereinafter called "CDA").

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, and the Specifications (including, as applicable, Request For Proposal, Instructions to Respondents, General Conditions of Contract Between CDA and Contractor, Scope of Work, Proposal Submission, Bid Bond, Non-Collusive Affidavit, Attachments, Technical Specifications, and Drawings) and any Addendum/Addenda as prepared by CDA and is on file in the Procurement Office, hereby propose to furnish all labor, materials, equipment and services required to complete the work as follows;

PROPOSAL:

The purpose of this Proposal is to provide single source construction from qualified General Contractors, who are licensed and insured to conduct business within the State of Minnesota. The General Contractor shall provide single source construction for the new construction of Franklin Avenue House. All work shall comply with the conditions set forth in this document and as contained within the project details, specifications, and any attachments contained herein. This Contract requires the Contractor to furnish all labor, materials and permits, with the exception of the building permit, as necessary to complete the project as specified herein. In the event a Contractor leaves a Proposal line item blank, the Proposal shall be deemed unresponsive and subsequently disqualified.

The undersigned, having received and familiarized themselves with the conditions affecting the cost of the work, the Specifications/Scope of Work (including, as applicable, this request for proposal, the form of payment and performance bond, the form of contract, the General Conditions, the Construction Bid Documents, and Drawings) and any Addendum/Addenda No(s). as prepared by CDA or the Architect, which is on file in the Purchasing Office, and having visited the site and become familiar with local conditions under which the work is to be performed, hereby propose to furnish all labor, materials, equipment and services required to complete the work as follows:

PROPOSAL AMOUNT: the project known as the "Franklin Avenue House" which includes the cost to complete the new construction of a single-family home including 4 bedrooms and 1 ¾ bath, slab-on-grade front porch, a two-stall garage, related site improvements, and likely removal of a foundation system from a previous home on the site, as noted in the Project Manual and Project Documents for the "Total Price" of:

_____ (Dollars) (\$ _____)

(The amount shall be shown in both words and figures. In the case of a discrepancy, the amount shown in words will govern.)

A. Provide your own documentation with a cost breakout similar to the Construction Specifications Institute (CSI) Divisions, if applicable to the project. Your breakout shall provide detailed information of the unit prices, labor, transportation, and permits necessary to complete. The Overhead, profit, general conditions and the like are to be broken out by line item (not lumped into the appliance cost for example).

B. UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

1. Unit Price No. 1: Removal of Unsuitable Soil Materials
 - a. \$_____ per cubic yard, in place volume.
2. Unit Price No. 2: General Fill (approved on-site material)
 - a. \$_____ per cubic yard, in place volume.
3. Unit Price No. 3: General Fill (off-site material):
 - a. \$_____ per cubic yard, in place volume.
4. Unit Price No. 4: Removal of Existing Concrete Building Slab and Foundation:
 - a. \$_____ per ton, concrete hauled off site

C. ALTERNATES

The following are Alternates as described in Section 01 2300 - Alternates. The following is the list of Alternate pricing. Circle ADD or DEDUCT next to each line.

- | | |
|--|-----------------------|
| 1. ALTERNATE No. 1: Concrete Walk | Add / Deduct \$ _____ |
| 2. ALTERNATE NO. 2: Turf | Add / Deduct \$ _____ |
| 3. ALTERNATE NO. 3: Garage superstructure | Add / Deduct \$ _____ |
| 4. ALTERNATE NO. 4: Spring 2025 Construction Start | Add / Deduct \$ _____ |
| 5. ALTERNATE NO. 5: Hayfield Vinyl Classic Windows | Add / Deduct \$ _____ |
| 6. ALTERNATE NO. 6: James Hardie Siding | Add / Deduct \$ _____ |

D. WORK NOT OTHERWISE SPECIFIED (NOS):

All other work **Not Otherwise Specified (NOS)** within the scope of this Proposal Document shall be agreed to in writing by CDA as a Change Order as defined in Section II, 9. The hourly rates for any work NOS shall require an estimate. Pricing provided in this section will include all labor, transportation, and overhead necessary to complete any work defined as NOS (Not Otherwise Specified) within this document and attachments.

E. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Proposal Amount.

- 1. Addendum # _____ Dated _____.
- 2. Addendum # _____ Dated _____.
- 3. Addendum # _____ Dated _____.

F. RESPONDENT INFORMATION:

- 1. Respondent understands that all alternates and unit prices must be provided in the appropriate spaces. The unit prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the work specified.
- 2. The Respondent understands that the CDA reserves the right to reject any or all Proposals and to waive any informality in the selection process. The Respondent agrees that this Proposal shall be good and may not be withdrawn or altered for a period of Sixty (60) Calendar Days after the scheduled closing time for receiving Proposals.
- 3. The Respondent hereby agrees to commence work under this Contract on or after a date to be specified in the "Notice of Proceed" by CDA and to fully complete the project(s) as specified in the Notice of Proceed.

Respectfully Submitted:

By: _____
(Authorized Signature)

(Typed or Printed Name and Title)

Company Name: _____

Address: _____

Federal ID#: _____

Phone: _____

Contact Person: _____

Email Address: _____

Exhibit 2

AIA Document AIA A305-2020 Contractor Qualifications Statement

The following is an example of AIA Document A305 – 2020. Complete a copy of this form and include it with your Bid.

EXHIBIT 3**INSURANCE REQUIREMENTS**

1. **Builder's Risk Insurance:** Contractor shall provide builder's risk "all-risks" completed value or equivalent policy form sufficient to cover the total value of the entire Project on a replacement cost basis. The insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The builder's risk insurance shall be maintained until Substantial Completion

2. **Workers' Compensation and Employers' Liability** meeting statutory limits mandated by state and federal laws. If (1) limits in excess of those required by statute are to be provided, or (2) the employer is not statutorily bound to obtain such insurance coverage or (3) additional coverages are required, additional coverages and limits for such insurance shall be as follows:

500,000	Employer's Liability
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3. **Commercial General Liability**

1,000,000	Each Occurrence
2,000,000	General Aggregate
1,000,000	Personal and Advertising Injury
2,000,000	Products-Completed Operations Aggregate

 - a. The policy shall be endorsed to have General Aggregate apply to this Project only.
 - b. Products and Completed Operations insurance shall be maintained for a minimum period of at least two (2) year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier.
 - c. The Contractual Liability insurance shall include coverage sufficient to meet the Contractor's indemnity obligations under this Contract.

4. **Automobile Liability** (owned, non-owned and hired vehicles) for bodily injury and property damage:

1,000,000	Each Accident
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5. **Professional Liability Insurance.** If Contractor or its subcontractor will provide profession services under this Contract, the party providing the service shall maintain professional liability insurance in the minimum amount of \$1,000,000 combined single limit (CSL).

6. **Excess Umbrella Liability Policy.** Contractor may meet the insurance requirements of this Contract with an umbrella insurance policy that provides equivalent or better coverage.

The following words must be on the certificate of insurance: "Thirty (30) days' advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or "failure to do so will impose no obligation," must be crossed off the certificate.

Exhibit 4

Non-Collusion Affidavits

1. Proposers shall provide the following with their proposals:
 - a. Non-Collusive/Non-Identity of Interest Affidavit.
 - b. State of Minnesota Affidavit of Non-Collusion