



MINNESOTA STATE

St. Cloud State University

**REQUEST FOR PROPOSAL (RFP)
FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

Herb Brooks National Hockey Center Cooling Plant Replacement

April 19, 2021

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, hereinafter referred to as “Minnesota State”, its Board of Trustees, or ***St Cloud State University*** to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed.

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- Attachment 1, Affidavit of Non-Collusion
- Attachment 2, Workforce Certificate
- Attachment 3, Equal Pay Certificate (if contract and all extensions exceed \$500,000)
- Attachment 4, Preference Form (If Applicable)
- Attachment 5, Veteran Owned Preference (If Applicable)

For Reference Only

- AIA B101-2017 Standard Form of Agreement between Owner and Architect (ST.70)
- AIA Document A201-2017 General Conditions of the Contract for Construction (CC.30)
- Professional/Technical Certificate of Insurance Example (CC.20)

SECTION I. GENERAL INFORMATION

Background

With 30 community and technical colleges and seven state universities, Minnesota State is the largest provider of higher education in the state of Minnesota. Minnesota State's 54 campuses, conveniently located in 47 Minnesota communities, serving 350,000+ students. Fifty-eight percent of the state's undergraduate students attend a Minnesota State college or university. It is the third-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at <https://www.minnstate.edu/>.

The St. Cloud State University main campus consists of 3,193,844 square feet of space in 46 buildings located on approximately 100 acres of land adjacent to the Mississippi River in St. Cloud, Minnesota. Founded in 1869 along the banks of the Mississippi River, SCSU has over 200 undergraduate programs and more than 60 graduate programs, holding nearly every available national accreditation.

Purpose of this Request for Proposal

The Minnesota State Board of Trustees, on behalf of **St. Cloud State University**, hereafter referred to as the "Owner", is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide Architectural/Engineering and Interior Design services, hereafter referred to as the "A/E", to assist with the design and/or construction coordination of the described facilities improvement(s), hereafter referred to as the "Project". This RFP is undertaken by **St. Cloud State University** pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

The purpose of this Request for Proposal (RFP) is to evaluate and select an A/E to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the **Herb Brooks National Hockey Center Cooling Plant Replacement** located at **1204 4th Avenue South, St. Cloud MN 56301**.

The A/E shall work with the Owner's appointed Project Manager, the Owner's System Office Program Manager, the Owner's Project Representative, related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure that the Project is designed and constructed in accordance with the Minnesota State Design Standards and the Contract Documents and that the Project is completed on schedule, on budget and to a level of quality commensurate with the Owner's requirements.

Definitions

Wherever and whenever the following words or their pronouns occur in this RFP, they shall have the meaning given here:

A/E: Architect or Engineer licensed in the State of Minnesota.

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of St. Cloud State University.

Minnesota State system office: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

Owner: The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud State University.

Responder/Respondent: A firm who may reply to this RFP.

Vendor: The firm selected by Minnesota State as the successful Responder responsible to execute the terms of a contract.

Project Information

Project Scope and Team

The Herb Brooks National Hockey Center (HBNHC) is a central amenity for SCSU. In 2021 the SCSU Huskies went to the National Championship and are an exciting part of the SCSU community. The HBNHC has served SCSU for 30 years. The ice system (refrigeration, waste heat recovery, ice rink floors, and dasher board systems) is original to the construction of the National Hockey Center in 1989. However, due to the age of the ice plant and refrigeration system, it is at a risk of failure and the R-22 refrigerant is obsolete, and since 2019 it is no longer produced due to its impact on the ozone layer.

The existing mechanical, electrical, and building controls systems are also 30 years old, and in need of replacement to an updated, more efficient system. Lighting update to LEDs may reduce heat gain and the complementing work to the ice generation needs consideration for energy consumption reduction as a system. It is anticipated there will be a 35% reduction in energy use and carbon emissions from lighting replacements and 10-20% reduction from the HVAC upgrades.

Funding is not yet available for the construction phase. Construction is anticipated in two funding phases.

Key features of the project include:

Phase I – Ice Plant Replacement

- *Replacement of primary refrigerant system R-22 to meet EPA requirements;*
- *Replace ice rink cooling plant;*
- *Expand cooling plant mechanical room to accommodate new refrigerant equipment;*
- *Reduce the practice ice rink from Olympic to NHL size (85' x 200'); and*
- *Replace dasher boards and shielding to improve player safety.*

Phase II – Ice Facility Support Infrastructure

- *Replace the existing three rooftop air handling units (AHU's) equipment that are at the end of their useful life with new refrigeration and waste heat capture and reuse;*
- *Update or replace existing rooftop air handling unit to correct ongoing issue with dehumidification and improve efficiency;*
- *Potentially add new dehumidification on one or more of the new AHU's to provide critical system redundancy to enhance reliability and maintenance;*
- *Replace rink lighting with new energy-efficient and less heat output LED lighting;*

- *Replace HVAC controls to tie in all new equipment into the automatic temperature control system.*
- *Update technology improvements to building automation for the ice plant and air handling systems to optimize system operation, limit unnecessary cooling and capture waste heat for strategic reuse.*

The project will be constructed in two phases. The Owner intends to use the **Design/Bid/Build** delivery method for this project.

Project Budget and Fees

According to the predesign, the estimated cost of construction **Phase 1 in 2021** is **\$6,481,756**. The estimated cost of construction **Phase 2** in 2021 is **\$1,976,650**. The estimated FF&E budget is \$0.

The design fee for all Basic and Supplemental Services is estimated to range from 7.0 - 8.0%. Final total fees will be negotiated with the selected Design Team.

The estimated total Project cost is **\$9,127,524**. This cost includes: all professional consultants, Architect/Engineer and Owner’s Representative fees, site investigations and surveys, hazardous materials removals design, construction cost, project management and fees, construction inspection and testing, furniture, fixtures and equipment, contingencies, art and inflation factors. The design of this project is funded by **Higher Education Asset Preservation and Replacement (HEAPR)**. **The construction of this project is not yet funded, but anticipated to be a mix of by GO Bond Funds, Higher Education Asset Preservation and Replacement (HEAPR), revenue or campus funds.**

Final contract amount will be negotiated with the selected Consultant. The rates provided by the Consultant in response to this RFP may be used by the Owner to add or deduct services to modify the contract as necessary.

Proposed Project Milestone Schedule

The anticipated overall project schedule is:

Milestone	Date
Schematic Design completion	October 6, 2021
Design Development completion	February 8, 2022
Construction Document completion	June 9, 2022
Issue Bid Documents	August 26, 2022
Construction commencement	April 2023
Substantial Completion	September 2023
Final Completion	October 2023

Project Predesign Information

The following documents are available for review at:

<http://www.minnstate.edu/vendors/index.html> under Facilities Opportunities.

- Pre-design report prepared by **JLG Architects**, dated November 28, 2018
- Hazardous material report – SCSU will provide at later date.
- Other relevant existing information

Selection Process

The selection committee includes the following people **St. Cloud State University** and the **System Office Program Manager**. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

EVENT	DAY	DATE	TIME
RFP advertisement	Monday	April 19, 2021	10:00 AM
Information Meeting	Tuesday	May 4, 2021	1:00 PM
RFP Questions due	Monday	May 14, 2021	10:00 AM
RFP Addendum posted	Thursday	May 19, 2021	1:00 PM
Deadline for RFP	Thursday	May 27, 2021	1:00 PM
Planned selection	Thursday	June 10, 2021	10:00 AM
Planned contract execution	Friday	July 2, 2021	10:00 AM

An interview would occur **Tuesday June 8, 2021 or Wednesday June 9, 2021 at time TBD** if requested by the campus.

If the Owner and the vendor are unable to negotiate and sign a contract by **July 7, 2021**, the Owner reserves the right to seek an alternative vendor.

Informational Project Meeting

Minnesota State will hold **in person MANDATORY INFORMATIONAL** meeting on **Tuesday May 4, 2021 at 1:00 PM**. Meeting location is Herb Brooks National Hockey Center, Club Room 200, 1204 4th Avenue South, St. Cloud MN 56301. It is **required** all potential or interested responders attend the conference.

Questions Regarding This Project

St. Cloud State University's agent for purposes of responding to inquiries about the RFP is:

Name: **Larry Blaiser**
Title: **Facilities Construction Coordinator**
E-mail address: **ljblaiser@stcloudstate.edu**

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and St. Cloud State University shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number and/or e-mail address. Anonymous inquiries will not be answered. If appropriate, a change responding to questions or clarifications may be issued by **St. Cloud State University** in the form of addenda to the RFP. All addenda will be posted at <http://www.minnstate.edu/vendors/index.html>.

Contract

The successful Respondent will be required to meet all the terms and conditions and execute the most current Minnesota State **AIA Document B101 – 2017, Standard form of Agreement between Owner and Architect as amended by Minnesota State Colleges and Universities** and its accompanying

Project Attachment, and AIA Document A201-2017, General Conditions of the Contract for Construction along with a copy of the Respondent's Professional/Technical Certificate of Insurance - Example (CC.20).

Sample documents are available for review on the Minnesota State website, e-Manual, Section 4 under the **Standard Design Bid Build (ST)**, document **ST.30 AIA B101-2017** and the General Conditions of the Contract for Construction, document CC.30 AIA Document A201-2017. All documents are located at [e-Manual for Vendors](#).

Questions or concerns about the contract should be raised during the RFP stage when all Respondents can see the clarification.

Parties to the Contract

Parties to this contract will be the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of **St. Cloud State University** and the successful vendor.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of **thirty (30)** calendar days from the date of the proposal opening unless extended by mutual written agreement between **St. Cloud State University** and the CONSULTANT. Prices and terms of the proposal as stated must be valid for the length of the resulting Purchase Order.

SECTION II. VENDOR REQUIREMENTS

Required Consultant Team

- Architect licensed in Minnesota for Architectural Services, as applicable – including architectural design, project management and project scheduling that includes assistance with staging concepts for construction, and construction administration.
- Structural Engineer, licensed in Minnesota
- Mechanical Engineer, licensed in Minnesota – to include fire protection and integration of the campus energy management system
- Electrical Engineer, licensed in Minnesota
- Professional Cost Estimating
- Energy Modeler
- Specialized expert in Ice Plant

Services Provided by Others

The Owner may contract directly for, or arrange to provide:

- Commissioning Agent
- Owner's Representative
- Hazardous materials survey, design and abatement, as needed
- Construction testing and inspections
- Specialty Consultants

Scope of Services

The selected design team shall review the AIA B101-2017 contract for a full description of responsibilities required of the A/E firm.

Basic Services

Some highlights are as follows:

A. General:

- Examine the project's design documents and balance the program needs for this project with the budget.
- Meet with stakeholders and project partners to evaluate the optimum efficiency of the spaces
- Evaluate existing buildings' structural, mechanical and electrical, and telecommunications systems to determine capabilities and design capacities to support the proposed new and renovated building spaces.
- Assist the campus in evaluating construction-phasing options that minimize the disruption of the ice ricks' schedule. Clearly communicate design and cost ramifications of the schedule's impact to allow the campus a complete understanding of the design and schedule decisions.
- Investigate life cycle costs during the design process. Life cycle cost considerations

include but are not limited to: energy efficiency; sustainability; and the maintainability of design, materials, and equipment.

- Meet schedule deadlines, provide accurate cost estimating, and design buildings for ease of constructability. Quality control and complete, accurate and fully coordinated Contract Documents are an important element of the selected Design Team's services.
- All drawings and specifications shall conform to Minnesota State Colleges and Universities Facilities Design Standards and adhere to all applicable building, life safety, and energy codes.
- The successful vendor shall utilize the Owner's web-based enterprise project management system (EPMS), called e-Builder. This software includes real time Internet visibility of the Project status, coordination, reporting, and a central location for all Project information. The functionality of this software may include, but is not limited to the processing of: Plan Reviews, contracts, Purchase Orders, Change Orders, Invoices, Applications for Payment, and Requests for Information, Submittals and document management related to the Project. Minnesota State will provide and manage a log-in license for the vendor's designated Project representative(s) at no cost to the vendor. Minnesota State will provide initial software training to the vendor's designated Project representative(s) at no cost to the vendor. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of this software by the vendor.

B. **Design:** Develop and refine the design to meet Owner's stated goals and budgeted cost of the work. The selected design team will have all documents and files from the pre-design for their use.

- Develop design deliverables by phase as described in the Facilities Design Standards located at: <https://www.minnstate.edu/system/finance/facilities/design-construction/index.html> .
- Participate in Design Technical review at the system office (if required) after Schematic Design and prior to proceeding with Design Development.

C. **Construction Documents:** Prepare drawings and specifications per the Minnesota State Facilities Design Standards, the Minnesota State Reroofing Design Standards Manual, and the Minnesota State Exterior Masonry Design Standards Manual as minimums, all as applicable.

- Include Division 0 documents from the Minnesota State Facilities Web site, prevailing wage rates for the county where the work is to be performed from the Department of Labor and Industry web site, and specification sections using CSI format sections as applicable to the specific Project.
- Provide technical specifications for each division and section that applies to the project. Include a separate title page with signature block for approval, table of contents, drawing schedule, and division 0 documents.
- All drawings and specifications necessary to convey the exact scope of the work and the full intent of the design.

D. **Bid & Award :** Coordinate bid dates and times with the campus personnel where the project is located. The campus will advertise the project following Minnesota State's On-Line Bidding procedures via QuestCDN.

- Prepare project documents, upload to e-Builder- Review document *DIV00.0001 Instructions for Division 00 Documents Advertised Bids* on the Minnesota State eManual for detailed instructions on the format needed for bidding.

- Schedule and Lead Pre-bid meeting and provide meeting notes.
 - Prepare addenda for the Owner to post as applicable.
 - Provide award recommendations to the Owner.
 - Provide a conformed set of documents to the Owner prior to the pre-construction meeting.
- E. **Construction Administration:** Pre-construction, Construction (progress), and Pre-Installation Meetings.
- Attend and document progress meetings. Verify all required permits are obtained by the Contractor. Review and approve submittals, review and approve Contractor's Applications for Payment, initiate construction change directives and change orders, coordinate with campus personnel and campus schedules
 - Verify construction conformance with the Contract Documents.
 - Coordinate sub-consultant inspections and testing, if applicable.
- F. **Project Closeout:** Conduct inspection(s) for Substantial Completion(s), provide Certificate(s) of Substantial Completion, and written punch list(s). Coordinate and document receipt of warranties, operation and maintenance manuals. Provide record documents as required by the contract. Coordinate Project Final Closeout(s) including verify completion of punch list(s) and final Application for Payment submittal and e-Builder-related processes.

Supplemental Services

Supplemental services are not included in Basic Services but may be necessary to support the project. The Architect shall provide Supplemental services listed below:

- Verification of predesign
- Multiple bid packages
- Energy Use analysis

Fees for Supplemental Services shall be itemized in the fee proposal.

SECTION III. RESPONSE CONTENTS AND EVALUATION

Scoring Criteria

Criteria described below, based upon the point scale, will be used to evaluate Respondents' proposal. The evaluation may include requests for additional information, and will focus on the specifics of the Respondent's response to the RFP and approach. The response to the RFP will be evaluated by the following criteria:

Pass /Fail requirements

Responder's proposal must be submitted on time.

Attendance at Mandatory Information meeting

Company profile – 5 points

The Respondent will submit a company profile. Factors favorable to a Respondent will be stability of the Respondent's business and greater length of experience that would contribute to the Respondent's performance on this project. Describe problem-solving successes on a) service and support generally, b) service and support as reflected by quality control, and c) service and support as reflected by use of information technology. Factors favorable to a Respondent are:

- Ability to demonstrate a service and support approach that serves the interests of the Owner on this project.
- A detailed and wide-ranging quality assurance plan for all elements of work the Respondent would perform on this project.
- Sophisticated and state-of-the art information technology in its performance of its project duties.

Project team – 20 points

The Respondent will list the members of its team that will be assigned to the project, their planned responsibilities on this project, and the anticipated percentage of the time of each to be used during specified portions of the project period. The Respondent will attach summary resumes of all team members, stating the years of each with the company, as well as qualifications and special expertise, including specific experience with projects similar to the one that is the subject of this RFP. Highlight individual experience if performed under a previous firm. Factors favorable to a Respondent are the assignment of experienced and highly qualified team members with substantial expertise on similar projects.

Provide a brief statement of the Team's past or present working relationships. Explain how each separate design sub-consultant will be utilized (e.g. major role during portions of the design, not participating during construction, etc.). Matrix or chart is suggested. For each Team personnel member, provide:

- Name and position in firm, include name of firm.
- Home base (if in a multi-office firm).
- Responsibility on this project.
- Years of experience.
- Relevant recent experience (note if experience is with another firm).
- Registration – List Minnesota Registration numbers for all licensed professionals.

Relevant team experience - 25 points

The Respondent will provide a brief summary of experience with projects of similar nature and scope to the project, specifically stating project description, scale and complexity, and geographic location of each. The summary should include the following:

- A. Projects at Minnesota State, 2014 to present.
- B. The members of your proposed team for the present project that worked on the previous project and in what capacity.
- C. Non-Minnesota State projects completed 2014 to present. The Respondent shall provide as to these projects the name of the Owner and the name of an Owner's contact person with phone number and email address.

The Owner reserves the right to independently confirm the information provided. The Owner reserves the right to refer to its own references at any time during the RFP process.

Project approach - 25 points

The Respondent should describe its understanding of the project and its approach and methodology. Describe the anticipated difficulties or challenges in providing services to the Owner on this project, how it expects to manage those difficulties or challenges, and what assistance it requires from the Owner for such management. Additionally, the Respondent should describe any special services, product characteristics, or generally other benefit or advantage to the Owner in selecting the Respondent for the project.

Fee - 20 points

Provide a lump sum fee for all basic and supplemental services. Also, list for each of the phases of the project work, the team members by name providing services, their estimated hours and hourly rate. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Respondent in performance of this contract shall be **included within** the Respondent's lump sum fee. The rates listed on the RFP may be used by the Owner to add or deduct services to modify the RFP response or subsequent contract on a per hour or per service basis.

The evaluation for cost of services (excluding reimbursables) will award points according to the lowest fee proposal. The lowest fee proposal will receive the maximum points. Points will be awarded to each of the other proposals by dividing the lowest proposal by each of the other proposal costs. The answer will always be less than 1. Take the answer of the division and multiply by the maximum points. The answer will be the number of points (rounded to the nearest whole number) assigned to the total cost for this Respondent.

Unique Qualifications – 5 points

Describe any unique services or qualifications that may benefit the Owner in the execution of the proposed project.

Preferences – 6 points (extra)

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.), economically disadvantaged (E.D.), and Veteran Owned small businesses will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.

Eligible, verified, small businesses currently listed in the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors will be eligible for the preference. This directory is located at <http://www.mmd.admin.state.mn.us/mn02001.htm>. Attach a copy of your firm's letter indicating certification by the Office of Equity in Procurement, [if applicable](#).

Responders interested in becoming a certified vendor or to verify their T.G. eligibility and certification or E.D. certification, should refer to the state of Minnesota, Department of Administration, Office of Equity in Procurement Division website at <https://mn.gov/admin/business/vendor-info/oep/sbcp/>, or call the division's help line at (651) 296-2402.

SECTION IV. ADDITIONAL RFP RESPONSE & CONTRACT

Requirements

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or **St. Cloud State University** reserves the right to:

1. Cancel the Request for Qualifications at any time with no cost or penalty to the State.
2. Reject any and all responses received in response to this RFP;
3. Disqualify any Responder whose submittal fails to conform to the requirements of the RFP;
4. Duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the RFP;
5. Select for contract or for negotiations a Proposal other than that with the lowest cost or the highest evaluation score;
6. Negotiate as to any aspect of the Proposal with the selected Responder;
7. Extend the contract, not to exceed a total contract term of five (5) years;
8. Change any provisions in this RFQ by posting Addenda on Minnesota State website; and
9. Waive any non-material deviations from the requirements and procedures of this RFP and waive informalities contained in the RFP.

All costs incurred in responding to this RFP will be borne by the Responder. This RFP does not obligate the Owner to award a contract or complete the project, and the Owner reserves the right to cancel the solicitation if it is considered to be in its best interest.

Insurance Requirements

By submission of a proposal, Responder certifies that it is in compliance with all insurance requirements specified in Article 2.5 of the AIA Document B101-2017 (ST.30) example contract, posted with this RFP. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance for the duration of the contract. A sample insurance certificate (CC.20) can be found on [Minnesota State - eManual Version 2.0 for Vendors](#).

Notice to Vendors and Contractors

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

Attachment 1: Affidavit of Non-Collusion

All respondents shall complete Attachment A and submit with their response to this request for qualifications.

Attachment 2: Workforce Certification

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the State of Minnesota – Workforce Certificate Information page and return it with the response. As required by Minn. R. 5000.3600, “It is hereby agreed between the parties that Minn. Stat. §363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it”. A copy of Minn. Stat. § 363.36 and Minn. R.5000.3400 - 5000.3600 are available on the website <http://www.admin.state.mn.us/recs>.

Attachment 3: Equal Pay Certification [Required for RFPs anticipated to be in excess of \$500,000]

If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Attachment 4: Preference Form

In accordance with M.S. 16C.16, the basis of award is that eligible certified targeted group (T.G.) vendor and certified economically disadvantaged (E.D.) vendor will receive a six percent (6%) preference. Preference will only be allowed if the vendor is certified prior to the scheduled submittal date.

Attachment 5: Veteran/Service Disabled Veteran-Owned Preference Form

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs’ Center for Veteran Enterprises (CVE Verified) (prior to the solicitation opening date and time) will receive a preference in the evaluation of its proposal (consistent with RFP Section IV., Selection Criteria). Eligible veteran-owned small businesses include CVE verified, certified small businesses that are majority-owned and operated by veterans (pursuant to Minnesota Statute §16C.16, subd. 6a). Information regarding CVE verification may be found at <http://www.vip.vetbiz.gov>.

Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation per the form, will be given the preference.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to Minnesota State and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota

and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

Minnesota State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflict of Interest

The CONSULTANT must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the System Office's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the rights of Minnesota State.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of Minnesota State and St. Cloud State University.

The vendor shall recognize the sole and exclusive right of Minnesota State to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and St. Cloud State University from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.

SECTION IV. RFP RESPONSE

Submission

By submitting a response to the RFP for this project, your firm commits to the schedule and to dedicating the required staff for the duration of the project.

Format

The format shall be a maximum of 25 pages, not counting the cover, cover letter, signature page, index, section divider tab sheets, and required **Attachments**.

Responding

Sealed proposals must be received at the following address no later than **1:00 p.m. CT on Thursday, May 27, 2021**:

Name: Larry Blaiser

Title: Facilities Construction Coordinator

Address: 211 11th Street South, ST Cloud, MN 56301

The responder shall submit **one [1] hard copy** of its RFP response and **one [1] electronic copy** on USB media in PDF format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. The proposal must be signed in blue or black ink by a representative of the vendor.

Proposals received after this date and time will be returned to the responder unopened.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

Thank you!



MINNESOTA STATE

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To request an alternate format, contact Human Resources at 651-201-1664.

Individuals with hearing or speech disabilities may contact us via their preferred Telecommunications Relay Service.

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