MINNESOTA STATE COLLEGES AND UNIVERSITIES

TERMS for a REQUEST FOR PROPOSAL (RFP) for SERVICES by CONSULTANTS with a FACILITIES PROFESSIONAL/TECHNICAL CONSULTANT MASTER CONTRACT

1. Nature of RFP

Minnesota State is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. Minnesota State is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state’s community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State, please view its website at www.MinnState.edu.

This RFP is undertaken by the Owner pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

This RFP is to be used exclusively for retaining CONSULTANTS with the appropriate Approved Specialty Service as part of their Facilities Professional/Technical Consultant Master Contract.

2. Purpose of this Request for Proposal

The purpose of the Request for Proposal (RFP) is to evaluate and select a CONSULTANT to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the project. The CONSULTANT shall work with the Owner’s appointed Project Manager, the Owner’s System Office Program Manager, and related consultants and the construction contractor(s) to administer the design and/or construction contract(s) on behalf of the Owner to assure the following:

- The Project is designed and constructed in accordance with the Minnesota State Design Standards and the Contract Documents
- The Project is completed on schedule, on budget and to a level of quality commensurate with the Owner’s requirements.

3. Project Description

As indicated in the RFP.
4. Estimated Project Budget and Fees

The estimated Construction Cost includes building and site construction, hazardous materials abatement, and contingency. The estimated total Project 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. Reimbursement for fees paid for securing approval of authorities having jurisdiction, Minnesota State’s requested printing, reproductions, renderings, models and presentation materials shall be as provided by and agreed to in the Purchase Order.

Final contract amount will be negotiated with the selected CONSULTANT. If hourly rates are provided by the CONSULTANT in response to the RFP, then the rates may be used to add or deduct services to modify the contract as necessary the Owner.

5. Project Informational Meeting

The informational meeting will be held as indicated in the RFP.

Only the Owner’s contact identified in the RFP is authorized to discuss RFP requirements before the proposal submission deadline. Responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must be directed to the Owner’s contact include the name of the questioner, telephone number, and e-mail address. Anonymous inquiries will not be answered.

6. Project Schedule

As indicated in the RFP.

7. Selection and Implementation Timeline

The selection committee may include the Chief Financial Officer, the Facilities Director, the system office Program Manager for Design and Construction, or other interested parties. This group will evaluate the proposals and make the final decision. The Owner reserves the right to name a date at which all responding CONSULTANTs will be invited to present demonstrations or participate in an interview. The Owner does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline. A proposal may be rejected if it is determined that a CONSULTANT’s ability to work with the existing infrastructure will be too limited or difficult to manage.

8. Proposal Contents and Selection Criteria

Criteria based upon the point scale identified in the RFP will be used to evaluate Responder’s proposals. The evaluation may include requests for additional information, and will focus on the specifics of the Responder’s response to the RFP and approach. Accordingly, the Owner shall select the CONSULTANT(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in the Owner’s sole opinion, the
clear capability to best fulfill the purposes of this RFP in a cost effective manner. The Owner reserves
the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in
order to serve the best interests of the Owner. General criteria upon which proposals will be evaluated
include, but are not limited to, the following:

A. PASS /FAIL REQUIREMENTS
B. PROPOSED TEAM
C. TEAM EXPERIENCE
D. PROJECT APPROACH
E. FEE
F. PREFERENCES

Preferences to Targeted Group and Economically Disadvantaged Business and Individuals or
Veteran-owned/Service Disabled Veteran-Owned business and individuals will be awarded based
on the most current Purchasing Policy of the Minnesota Department of Administration. A copy of
this policy, GEN.20 Applying Vendor Preferences, can be found at http://www.finance.Minnesota
State.edu/facilities/design-construction/pm_emanual/index.html

9. RFP Submission

The CONSULTANT must use Minnesota State’s RFP Response Form to the Request for Proposal and
attach the EXHIBIT – SCOPE of SERVICES for the named project. The CONSULTANT’s Response Form
must be completed and signed in blue or black ink by an authorized representative of the CONSULTANT.

Sealed proposals must be received at the stated address no later than the stated due date and time. The
responder shall submit the requested number of copies of the Response Form and include a PDF of the
response. Proposals are to be sealed in mailing envelopes or packages with the responder’s name and
address clearly written on the outside. Proposals received after this date and time will be returned to
the responder unopened. Fax and e-mail responses will not be considered. 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.

10. Owner’s Rights

Minnesota State reserves the right to reject a proposal if the required information is not provided or is
not organized as directed. Proposals must be clear and concise. Proposals that are difficult to follow or
that do not conform to the Response Form may be rejected. Responding CONSULTANTs must include all
the required information called for in this RFP.

11. Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be
described fully on the CONSULTANTS’s letterhead stationery, signed and attached to the CONSULTANT’s
Response Form. In the absence of such statement, the CONSULTANT shall be deemed to have accepted
all such terms, conditions, specifications and the manner of the RFP. A CONSULTANT’s failure to raise an
issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that CONSULTANT’s right to raise the issue later in any action or proceeding relating to this RFP.

12. Duration of Offer

All proposal responses must be valid for a minimum of thirty (30) calendar days from the date of the proposal response due date unless extended by addendum to the RFP or by mutual written agreement between the Owner and the CONSULTANT.

Prices and terms of the proposal as stated must be valid for the length of the resulting Purchase Order.

13. Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Owner to award a contract or complete the proposed project and reserves the right to cancel this RFP if it is considered to be in its best interest. The Owner also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any CONSULTANT;
4. terminate negotiations and select the next most responsive CONSULTANT for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

14. Enterprise Project Management Software (e-Builder)

The CONSULTANT shall use Minnesota State’s internet-based Enterprise Project Management System (EPMS) during the entire Project. The system is based upon software created by the firm, “e-Builder”. The functionality of this software includes, but is not limited to the filing and/or processing of the following (based on project role):

a) Purchase orders and other commitments
b) Project correspondence and meeting minutes
c) Cost estimates
d) Schedules
e) Design phase submittals, reviews and approvals
f) Bidding and construction documents
g) Bids, bid tabulations, evaluations and recommendations
h) Construction contract modifications, including Requests For Information (RFIs), Supplemental Instructions (SIs), Proposal Requests (PRs), Construction Change Directives (CCDs), and Change Orders (COs)
i) **Invoices** and Applications for Payment and other financial correspondence
j) Submittals, including construction schedules, product data, shop drawings, and samples
k) Closeout documents, and
1) Other Project related information

Minnesota State will provide the CONSULTANT and sub-consultants with login access and initial software training for the selected Project representative(s) at no cost. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of the EPMS by the CONSULTANT and the project participants.

15. 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.

16. Standard of Care

The standard of care for all professional and technical services performed or furnished by the CONSULTANT under this RFP will be the care and skill ordinarily used by members of the profession or industry practicing under similar circumstances at the same time and in the same locality.

17. Purchase Order Termination

Termination for Insufficient Funding. Minnesota State may immediately terminate a Purchase Order, if it does not obtain funding or if funding is insufficient to allow for the payment of services rendered.