MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE

Pine Technical & Community College

PTCC – 17 – Regional Workforce Training Modernization and Expansion

Federal Award No. 06-01-06129; URI: 112873

REQUEST FOR PROPOSALS (RFP)
For
Commissioning Agent
October 28, 2019

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 Pine Technical & Community College 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.
REQUEST FOR PROPOSAL (RFP)  
FOR  
Commissioning Agent

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• Attachment H. Affidavit of Non-Collusion
• ND.30 Facilities PT Services Contract (non-master)
SECTION I. GENERAL INFORMATION

Background

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.Minnesota State.edu.

The Minnesota State Board of Trustees, on behalf of Pine Technical & Community College (PTCC) hereafter referred to as the “Owner”, is soliciting proposals from interested, qualified consultants, and intends to retain a professional consulting firm to provide Commissioning Agent 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 Pine Technical & Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select a Commissioning Agent to assist the Owner in the performance of its obligations and enforcement of its rights during the design and/or construction of the PTCC-17 Regional Workforce Training Modernization and Expansion project located at Pine Technical & Community College, 900 Fourth Street, Pine City, MN 55063.

Commissioning Agent shall be provided more specifically as described in Section II, and also as referenced in the most current versions of the following documents:

- State of Minnesota, Minnesota State System Office, Facilities Professional or Technical Consultant Contract
- Owner’s standard General Conditions of the Contract for Construction (AIA Document A201-2017, as amended by the Owner)

This project is not required to meet B3 or SB 2030 standards.

Project Information

The project will focus on renovating and renewing 31,000 square feet of existing space. The project will include improvements to the Main campus building. The project will:

- Improve flexibility and utilization of learning spaces
- Enhance ADA accessibility in several existing areas
- Improve facility student spaces
- Build PTCC identity by replacing worn & dated finishes, adding graphics and replacing signage

Key features of the project include:
- Renovation of Student Commons
- Renovation of Student Services area, Auditorium & Hallways
- Improve energy efficiency through lighting upgrades
- Improving ventilation and exhaust systems in Technical program spaces

The Architect of Record is TKDA out of Duluth Minnesota.

Consultants and their sub-consultants with a previous contract with PTCC for any work related to the current project are not eligible to propose on this project per federal competitive procurement practices.

**Project Budget and Fees**

The estimated construction cost is $1,577,024. This cost includes building and site construction, hazardous materials abatement, and contingency. The estimated fee for the Commissioning Agent is less than $20,000.

The estimated total Project cost is $2,200,000. 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. This project is funded by federal EDA grant, Higher Education Asset Preservation and Replacement (HEAPR), and Campus funds.

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 and scope of work 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 Dates**

The Commission Agent’s schedule of deliverables must support the overall project schedule. The overall project schedule is:
### Selection Process

The selection committee includes members of PTCC. This group will evaluate the proposals and make the final decision.

### Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DAY</th>
<th>DATE</th>
<th>TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertisement</td>
<td>Monday</td>
<td>October 28, 2019</td>
<td>-</td>
</tr>
<tr>
<td>Information Meeting</td>
<td>Thursday</td>
<td>October 31, 2019</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>RFP Questions due</td>
<td>Tuesday</td>
<td>November 5, 2019</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>RFP Addendum posted</td>
<td>Wednesday</td>
<td>November 6, 2019</td>
<td>-</td>
</tr>
<tr>
<td>Deadline for RFP</td>
<td>Tuesday</td>
<td>November 12, 2019</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>Shortlist for RFP*</td>
<td>Wednesday</td>
<td>November 13, 2019</td>
<td>-</td>
</tr>
<tr>
<td>Planned selection</td>
<td>Friday</td>
<td>November 15, 2019</td>
<td></td>
</tr>
<tr>
<td>Planned contract execution</td>
<td>Monday</td>
<td>November 18, 2019</td>
<td></td>
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</tbody>
</table>

*The campus will select a vendor solely on the basis of the response to the RFP.

If the Owner and the vendor are unable to negotiate and sign a contract by November 19, 2019, the Owner reserves the right to seek an alternative vendor.

### Informational Project Meeting

Minnesota State will hold a *VOLUNTARY* informational meeting on **Thursday, October 31, 2019** at 2:00 P.M. CT in at Pine Technical & Community College, 900 Fourth Street, Pine City, MN 55063. It is recommended all potential or interested responders attend the conference.

### Questions Regarding This Project

PTCC’s agent for purposes of responding to inquiries about the RFP is:

- Name: Steve Lange
- Title: Physical Plant Supervisor
- E-mail address: Steve.Lange@Pine.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and PTCC 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, fax 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 PTCC in the form of addenda to the RFP. All addenda will be posted at http://www.minnstate.edu/vendors/index.html

**Contract**

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. The successful Respondent will be required to enter into the attached **ND.30 Facilities PT Services Contract Non-Master**. The contract is attached at the end of the RFP. If a Respondent requests clarifications to the terms and conditions of this contract, then they may submit a question during the question and answer period of this RFP where it will be addressed by Addendum.

If the selected vendor has a current Facilities Professional/Technical Consultant **Master Contract** with the approved Commissioning Agent specialty, then that contract will be used.

**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 PTCC and the successful vendor.

**Purchase Order Termination**

Termination for Insufficient Funding. Minnesota State may immediately terminate a Purchase Order, if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

**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 PTCC 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

Responsibilities

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,
- The Project is completed on schedule, on budget and to a level of quality commensurate with the Owner’s requirements.

Develop commissioning specifications, requirements, functional checklists and procedures. Review and approve O&M manuals, prepare final reports, and develop operations commissioning plan. Vendor shall assist the Owner in developing the Owner’s Project Requirements (OPR) in consultation with the architect, engineer, and other relevant stakeholders. Vendor shall assist the Owner in developing the Basis of Design (BoD) from the OPR with the assistance of the architect and engineer. The BoD should follow section 8 and Appendix F of ASHRAE 202-2013.

The Commissioning Agent shall develop a Commissioning Plan (Cx Plan). Commissioning during the construction of the Project is intended to achieve the following specific objectives in accordance with the Contract Documents:

- Ensure that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.
- Verify and document proper performance of equipment and systems.
- Ensure that Operations & Maintenance manuals are complete.
- Ensure that the campus’ operating personnel are trained in the maintenance and operation of commissioned systems.
- Ensure energy saving strategies are implemented and maintained with 10 month review.

Deliverables:
- Cx Plan
- Owner’s Project Requirements (OPR)
- Basis of Design (BoD)
- Cx Meeting Minutes
- Cx Scope confirmation
• Cx Specification
• Cx Reports and Issues log

Tasks:
• Meet with project stakeholders
• Communicate with project team
• Investigate existing site and building conditions
• Value management
• Identify and recommend products or additional services
• Recommend paths for regulatory compliance
• Coordinates the Cx process
• Oversees documents performance tests
• Reviews balancing report

Commissioned systems shall include but not necessarily limited to:

• Ductwork
• Air handling units, make-up air units, and energy recovery systems
  o Paint room Exhaust and Make up Air unit
  o Bluing room Exhaust
  o Plasma cutter canopy hood and exhaust snorkel
  o AHU #1 – supplies air to the hallways and Student Lounge
  o AHU #3 – supplies air to the Auditorium
  o AHU #4 – supplies air to Student Lounge
  o AHU #5 – Gunsmithing, affected by Bluing and paint booth room changes
  o AHU #9 – Affected by Bluing Room make up air unit
  o AHU #2 – serving the Automated Lab space
• Existing Terminal unit VAV’s
  ➔ AHU #2 (1988) – supplies air to the Student Services area
• Overseeing Testing, Adjusting and Balancing (TAB) work
• Building automation system (system checkout and calibration)
• Lighting and Lighting Controls
• Domestic Hot Water Systems
• Plumbing Systems
• HVAC Vibration/Acoustic/Noise
• Fire protection sprinkler systems

The vendor that commissions any new or existing equipment will not be able to bid on the mechanical installation per (federal regulation) 200 § 200.319 Competition item (a).
SECTION III. RESPONSE CONTENTS AND EVALUATION

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.

COMPANY PROFILE - 10 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.
RELEVANT TEAM EXPERIENCE - 20 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 obtain confirmation of the Respondent’s information from such Owners.

PROJECT APPROACH - 20 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 - 25 points

Provide a lump sum fee for all basic and additional 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 in 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 basis.

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 III. ADDITIONAL RFP RESPONSE & CONTRACT REQUIREMENTS

Rights Reserved

Notwithstanding anything to the contrary, the Minnesota State Colleges and Universities, or PTCC 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

The Respondent will be required to obtain insurance pursuant to the requirements in Article 21 of the Facilities Professional or Technical Services Contract, which is attached to this RFP. The selected vendor will be required to maintain and furnish satisfactory evidence of insurance for the duration of the contract.

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.

**Affidavit of Non-Collusion**

Respondents are required to complete Attachment H. Affidavit of Non-Collusion form and submit it with the response.

**Enterprise Project Management Software (e-Builder)**

The CONSULTANT shall use Minnesota State Colleges & Universities (Minnesota State’s) internet-based Enterprise Project Management System (EPMS) during the entire Project. The selected 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  
l) 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.

**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 PTCC.

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 PTCC 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.

Standard of Care

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

Submission

Sealed proposals must be received at the following address not later than **2:00 p.m. CT on Tuesday, November 12, 2019:**

Name: Steve Lange  
Title: Physical Plant Supervisor  
Address: Pine Technical & Community College  
900 Fourth Street SE  
Pine City, MN  55063

The responder shall submit **two [2] hard copies** of its RFP response and **one [1] electronic copy** on media of choice 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.

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.

The remainder of this page was intentionally left bank
Thank you!

30 East 7th Street, Suite 350 | St. Paul, MN 55101-7804
651-201-1800 | 888-667-2848
www.MinnState.edu

This document is available in alternative formats to individuals with disabilities. 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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