STATE of MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

St. Cloud State University
Herb Brooks National Hockey Center
Ice Place Replacement

REQUEST FOR PROPOSAL (RFP)
FOR
COMMISSIONING SERVICES

OCTOBER 29, 2021

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system (hereinafter 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. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. 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. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State Facilities Division Web Site, http://www.minnstate.edu/vendors/index.html.

For this RFP, posting on the captioned web site above constitutes written notification to each Respondent. Respondents should check the site daily and are expected to review information on the site carefully before submitting a final proposal. Addenda to the RFP will be available on Minnesota State website. Respondents must acknowledge any addenda when submitting a proposal. Failure to acknowledge any addenda may result in rejection of the Respondent’s RFP response.
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Table of Contents

Section I. General Information................................................................. 4
    Background ......................................................................................... 4
    Nature of RFP ..................................................................................... 4
    Purpose of this Request for Proposal .................................................... 4
    Project Descriptions ........................................................................... 5
    Project Budget and Fees ..................................................................... 6
    Project Schedule ................................................................................ 6
    General Selection Criteria ................................................................... 6
    Selection Process ................................................................................ 7
    Selection and Implementation Timeline ................................................. 7
    Contract Award and Pricing Structure .................................................. 7
    Contract Term ..................................................................................... 7
    Parties to the Contract ........................................................................ 7
    Contract Termination .......................................................................... 8
    Definitions ......................................................................................... 8
    Applicable Law .................................................................................. 8
    Contract Assignment .......................................................................... 8
    Entire Agreement ................................................................................. 8
    Sample Contract Agreement ................................................................. 8
    Deviations and Exceptions .................................................................. 9
    Mandatory Informational Meeting ....................................................... 9
    Owner’s Right to Amend the RFP .......................................................... 9
    Duration of Offer ................................................................................ 9
    Authorized Signature .......................................................................... 9
    Proposal Rejection and Waiver of Informalities .................................... 10

Section II. Parties to the RFP................................................................. 10

Section III. Vendor Requirements.......................................................... 10
    Minnesota State Enterprise Project Management System ......................... 10
    Role of the Commissioning Authority (CxA) ........................................ 11
Design Phase ............................................................................................................. 11
Construction Phase .................................................................................................. 11
Acceptance Phase ...................................................................................................... 12
Post Acceptance Phase .............................................................................................. 13
Mechanical Equipment or System Descriptions and Quantities ................................ 13
Information Contact .................................................................................................. 14

Section IV. Response Evaluation .............................................................................. 14
PASS /FAIL REQUIREMENTS ................................................................................ 14
COMPANY PROFILE ................................................................................................. 15
STAFFING .................................................................................................................. 15
RELEVANT EXPERIENCE WITH SIMILAR PROJECTS ........................................ 15
PROJECT APPROACH, METHODOLOGY, AND WORK PLAN ............................. 15
COST ............................................................................................................................ 16
PREFERENCES ........................................................................................................... 16

Section V. Additional RFP Response and General Contract Requirements .......... 17
Notice to Vendors and Contractors ........................................................................... 17
Problem Resolution Process ....................................................................................... 17
Affidavit of Non-Collusion ......................................................................................... 17
Human Rights Requirements ....................................................................................... 18
Insurance Requirements ............................................................................................. 18
State Audit ................................................................................................................... 20
Minnesota Government Data Practices Act ............................................................... 20
Conflict of Interest ..................................................................................................... 21
Organizational Conflicts of Interest ........................................................................... 21
Physical and Data Security ......................................................................................... 21

Section VI. RFP Responses ....................................................................................... 22
Submission .................................................................................................................. 22
List of Attachments:
Commissioning Authority Services Matrix
Attachment 1 - Affidavit of Non-Collusion
Attachment 2 - Workforce Certification
Attachment 4 - Preference Form (if applicable)
Attachment 5 - Veteran Owned Preference (if applicable)
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, serve nearly 396,000 students. Fifty-eight percent of the state’s undergraduate students attend a Minnesota State college or university. It is the fifth-largest system of higher education in the country. For more information about Minnesota State Colleges and Universities, please view its website at 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.

Nature of RFP

The Minnesota State Colleges and Universities 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 commissioning services to assist with the design and/or construction 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.

Purpose of this Request for Proposal

The purpose of this Request for Proposal (RFP) is to evaluate and select a Commissioning Authority (CxA) to assist the Owner in the performance of its obligations and enforcement of its rights during the design and construction of the following project:

Herb Brooks National Hockey Center Ice Plant Replacement  
St. Cloud State University  
1204 4th Avenue South  
St. Cloud, MN 56301

The Commissioning Authority (CxA) shall work with the Owner’s appointed Project Manager, the Owner’s System Office Program Manager, the Architect/Engineer (A/E) design team, related consultants and the General Contractor 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. CxA services shall be provided more specifically as described in Section III, and also as referenced in the most current versions of the Owner’s standard General Conditions of the Contract for Construction (Minnesota State AIA Document A201-2017, as amended by the Owner) and the Minnesota State Facilities Professional or Technical
Services Contract.

Project Description 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.

The project proposes the following:
- Replace four (3) existing rooftop units and three (3) associated condensing units.
- Replace one (1) desiccant dehumidifier and add a second one for redundancy.
- Minor ductwork revisions within the arena to account for new rooftop units.
- Minor piping and ductwork modifications around the existing ice chiller room to accommodate new ice chiller as associated components.
- New lighting in the Main Hockey Arena.
- Minor work to Fire Alarm.

This project also includes:
- The ice chiller is being replaced, however will be commissioned through another process and is not part of this scope of work.
- Modifying the existing dasher boards.

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 anticipated to be $1,976,650. The estimated FF&E budget is $0.

The design fee for all Commissioning Services is estimated to range from 0.5 - 1.0%. 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 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**

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design completion</td>
<td>October 26, 2021</td>
</tr>
<tr>
<td>Design Development completion</td>
<td>February 8, 2022</td>
</tr>
<tr>
<td>Construction Document completion</td>
<td>June 9, 2022</td>
</tr>
<tr>
<td>Issue Bid Documents, if funded</td>
<td>August 26, 2022</td>
</tr>
<tr>
<td>Construction Commencement</td>
<td>April 2023</td>
</tr>
<tr>
<td>Substantial Completion</td>
<td>September 2023</td>
</tr>
<tr>
<td>Final Completion</td>
<td>October 2023</td>
</tr>
</tbody>
</table>

**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
- JLG Schematic Design Review Set

**General Selection Criteria**

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Qualifications and experience of proposed personnel to be assigned to this Project
2. Project understanding, proposed work plan and description of services to be provided
3. Company profile and demonstrated expertise to provide commissioning services.
4. Cost in relation to level of services provided.

Accordingly, St. Cloud State University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in St. Cloud State University sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. St. Cloud State University 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 St. Cloud State University. This RFP shall not obligate St. Cloud State University to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.
Selection Process

The selection committee includes Larry Blaiser, Facilities Construction Coordinator at St. Cloud State University Terry Olsen, Minnesota State System Office Program Manager, and Rollie LaPlante, Power Plant Chief Engineer at St. Cloud State University. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

The following is St. Cloud State University intended schedule for the RFP selection and procurement process to obtain CxA services. St. Cloud State University reserves the right to modify this schedule as necessary.

### 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>Friday</td>
<td>October 29, 2021</td>
<td></td>
</tr>
<tr>
<td>Information Meeting</td>
<td>Tuesday</td>
<td>November 9, 2021</td>
<td>11:00 AM</td>
</tr>
<tr>
<td>RFP Questions due</td>
<td>Wednesday</td>
<td>November 10, 2021</td>
<td>3:00 PM</td>
</tr>
<tr>
<td>RFP Addendum posted</td>
<td>Tuesday</td>
<td>November 16, 2021</td>
<td></td>
</tr>
<tr>
<td>Deadline for proposal response</td>
<td>Wednesday</td>
<td>November 24, 2021</td>
<td>1:00 PM</td>
</tr>
<tr>
<td>Planned selection</td>
<td>Wednesday</td>
<td>December 1, 2021</td>
<td></td>
</tr>
<tr>
<td>Planned contract execution</td>
<td>Friday</td>
<td>December 30, 2021</td>
<td></td>
</tr>
</tbody>
</table>

Informational Meeting

Minnesota State will hold a **MANDATORY** informational meeting on Tuesday November 9, at **11:00 AM**. It is recommended all potential or interested responders attend the conference.

**Attendance at mandatory information meeting, held virtually via the Zoom link provided:**

Join Zoom Meeting
[https://minnstate.zoom.us/j/96693214264](https://minnstate.zoom.us/j/96693214264)

Meeting ID: 966 9321 4264
Passcode: 580518
One tap mobile
+19292056099,,96693214264# US (New York)
+13017158592,,96693214264# US (Washington DC)

Dial by your location
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
Contract Award and Pricing Structure

CxA services will be awarded for the project Design Development Phase through the Construction Document Phase. The remaining bidding through Close-Out phases are anticipated to be awarded when construction funds become available. Plan for the post-acceptance phase to extend one year beyond the end of the construction phase.

Contract Term

The successful vendor will be required to meet all the terms and conditions and execute the Minnesota State Facilities Professional/Technical Services Contract. St. Cloud State University desires to enter into a contract with the successful vendor(s) effective December 30, 2021. The length of such contract(s) shall be 5 years. If St. Cloud State University and the vendor are unable to negotiate and sign a contract by December 30, 2021 then St. Cloud State University reserves the right to seek an alternative vendor(s).

Parties to the Contract

Parties to this contract shall 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(s).

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause.

Definitions

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

**Minnesota State:** State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the system office and/or any Minnesota State College or University (C/U).

**Minnesota State system office:** The central administrative system office of Minnesota State Colleges and Universities located at; 30 7th Street East, Suite 350, St. Paul, Minnesota, 55101.
College/University (C/U): The specific Minnesota State College or university for which the Project will be designed and constructed.

Responder/Respondent: A firm which replies to this RFP.

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

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of St. Cloud State University.

Entire Agreement

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. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Sample Contract Agreement


Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor'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 vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Owner’s Right to Amend the RFP

The Owner reserves the right to amend any segment of the RFP prior to selection of a successful respondent and award of a contract. If a change occurs in the Owner’s requirements causing a modification of the RFP scope of work or statement of requirements, such change will be communicated
in writing as an addendum to the RFP and made available to all prospective responders. Any addenda to this RFP will be posted on the Minnesota State Colleges and Universities website:

http://www.minnstate.edu/vendors/index.html under FACILITIES CONSULTANT & CONTRACTOR OPPORTUNITIES

Responders must meet the requirements of all addenda and acknowledge receipt of all addenda in their proposal cover letter.

**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 vendor.

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

**Authorized Signature**

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

**Proposal Rejection and Waiver of Informalities**

This RFP does not obligate the Minnesota State Colleges and Universities, 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. Minnesota State University Moorhead 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 vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

**Section II. Parties to the RFP**

St. Cloud State University
Section III. Vendor Requirements and Scope of Work

Commissioning Authority services as listed below will be provided by utilizing the Owner’s enterprise project management system. Commissioning Authority’s Duties and Responsibilities shall include:

Minnesota State Enterprise Project Management System

1. Manage and maintain project information within the Minnesota State Colleges and Universities’ web-based enterprise project management system (EPMS). Minnesota State Colleges and Universities’ project management software is “e-Builder”. It includes real time visibility of the Project status, coordination, reporting, and a central location for all project information. Information required to be maintained in e-Builder includes, but is not limited to the following Project documents: contracts and amendments, meeting minutes, correspondence, budgets, cost estimates, invoices, Applications for Payment, Construction Schedules, design documents, Drawings, Specifications, Project Manuals, bids, construction modifications, submittals, test reports, O&M data and closeout documents.

2. Attend e-Builder refresher training for Owner’s Representative at the Minnesota State Colleges and Universities system office if needed. Refresher training is a minimum of four hours. Training shall be completed by the selected commissioning firm within thirty (30) calendar days of contract execution.

Commissioning Authority (CxA) shall use a Technical Commissioning Approach.

The Role of the Commissioning Authority (CxA):

1. During the DESIGN PHASE the CxA shall complete the following scope of work:
   A. The Commissioning Authority (CxA) shall develop the design phase commissioning plan and distribute to the Design Team.
   B. The Commissioning Authority (CxA) shall verify the A/E Design Team and the Owner’s design intent and design criteria to be used for commissioning.
   C. The CxA shall coordinate the participation of the Owner’s Representative consultant in all commissioning process activities. Schedule the commissioning process activities and integrate them into the master project schedule as prepared and maintained by the Owner’s Representative.
   D. During the design phase the CxA shall complete the following scope of work:
      1) Review HVAC drawings and specifications at completion of Design Development, at 50% Construction Documents and 95% CD’s for compliance with design intent. All design review comments shall be sent to the Design Team for review and comment. Review comments shall be managed and tracked via digital format.
      2) Develop commissioning specifications – work with the Design Team to incorporate them into relevant sections of the project specifications.
3) Facilitate discussions with local utility providers to maximize potential utility rebates.

E. This project desires to follow the Minnesota Sustainable Building Guidelines (B3), and following the Sustainable Building 2030 program guidelines shall be included in the scope of the work. The CxA shall be responsible for completing B3 tracking and documentation, if required.

Applicable resources are:
1) Case Study Database: http://casestudies.b3mn.org/
2) B3 Guidelines: https://www.b3mn.org/guidelines/
3) SB 2030: https://www.b3mn.org/2030energystandard/

2. During the CONSTRUCTION PHASE the CxA shall complete the following scope of work:
   A. Modify the commissioning plan as required for construction phase scope.
   B. Coordinate, direct and document commissioning activities in a logical, sequential and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, updated timelines or schedules, and technical expertise. Conduct a pre-construction commissioning process meeting.
   C. Perform review of submittals for HVAC equipment and temperature controls. The CxA reviews and comments on submissions relative to commissioning issues specified in the Contract Documents, not for general contract compliance (which is the A/E’s responsibility). CxA recommendations shall be provided to the A/E and C/U Project Manager as directed.
   D. Perform site visits, as necessary, to observe, verify and document component and system installations.
   E. Accomplish a statistical review of construction focusing on the Owner’s design intent and quality requirements. Attend selected construction progress and pre-installation job-site meetings to obtain information on construction progress. Review construction progress meeting minutes for revisions/substitutions related to the Owner’s design intent. Assist in resolving any discrepancies.
   F. Develop and write pre-functional and functional tests with the necessary assistance and review from the installing construction contractors. Submit to the construction contractors, the A/E design team, the Owner and the Owner’s Representative for review and approval.
   G. Organize, conduct and document periodic commissioning team meetings to plan, develop the scope, coordinate, schedule activities, and resolve problems.
   H. CxA shall execute pre-functional tests on HVAC components. Pricing and CxA work shall be based off of a Technical Commissioning Approach.
   I. Report all deficiencies to the appropriate parties. Deficiencies report shall be record and distributed via digital tracking system. CxA shall verify all deficiencies again after acknowledgement that the work has been completed.
   J. Maintain a digital master issues log and a separate testing record. Provide to the construction contractor, the A/E design team, the Owner and the Owner’s Representative written progress reports and test results with recommended actions.
   K. Document corrections and retesting of non-compliance items by the construction contractors. Provide one (1) follow-up verification for all deficiency items.
   L. Continue to document compliance with Minnesota Sustainable Building Guidelines (B3).
and the Sustainable Building 2030 program.

3. During the ACCEPTANCE phase, the CxA shall complete the following scope of work:
   A. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document the results of all tests. CxA shall perform all testing based off of a Technical Commissioning approach with two (2) staff members.
   B. Report all deficiencies to the appropriate party. Deficiencies report shall be recorded and distributed via digital tracking system. CxA shall provide one (1) follow-up verification for all deficiency items after acknowledgement that the work has been completed.
   C. Review, recommend pre-approval, and verify the training proposed by the construction contractors for compliance with the Project requirements. CxA may witness select training sessions.
   D. In some systems, mis-adjustments, misapplied equipment and/or deficient performance of the construction contractor’s equipment and/or installation, adjustment, alignment and/or application of that equipment under varying loads will result in additional work being required to commission the systems. This work shall be completed under the direction of the Owner, with input from the construction contractors, equipment suppliers and CxA. Whereas all members shall have input and the opportunity to discuss, debate, and resolve problems, the Owner and the AE design team shall have final jurisdiction over any additional work done to achieve performance.
   E. Corrective work shall be completed in a timely fashion to permit the completion of the commissioning process. Experimentation to demonstrate system performance may be permitted. If the CxA deems the experimentation work to be ineffective or untimely as it relates to the commissioning process, the CxA shall notify the Owner, indicating the nature of the problem, expected steps to be taken, and suggested deadlines for completion of activities. If the deadlines pass without resolution of the problem, the Owner reserves the right to obtain supplementary services and/or equipment to resolve the problem. Costs incurred to solve the problems in an expeditious manner shall be the construction contractor’s responsibility.
   F. Additional commissioning activities may be required after system adjustments, replacements, etc., are completed. The CxA shall include a reasonable reserve to complete this work as part of the original proposal.

4. During the POST ACCEPTANCE phase the CxA shall complete the following scope of work:
   A. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather or load conditions, or Owner occupancy requirements.
   B. Report all deficiencies to the appropriate party. CxA shall provide one (1) follow-up verification for all deficiency items after acknowledgement that the work has been completed.
   C. Prepare and submit a final Commissioning Process Report to the Owner.
   D. Return to the site 10 months after the final Substantial Completion date. Review with Owner
facilities staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview the Owner’s facilities staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the Systems Manual. Identify areas that may come under warranty or under the original construction Contract. Assist the Owner’s facilities staff to develop reports and requests for services to remedy outstanding problems.

E. Complete commissioning-related documentation in alignment with the Minnesota Sustainable Building Guidelines (B3) and the Sustainable Building 2030 program.

5. During the scope of work as described above, provide commissioning for the following building systems and temperature control systems.

<table>
<thead>
<tr>
<th>Mechanical and Electrical Equipment or System Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Rooftop Units</td>
<td>3</td>
</tr>
<tr>
<td>2) Condensing Units</td>
<td>3</td>
</tr>
<tr>
<td>3) Desiccant Dehumidifiers</td>
<td>2</td>
</tr>
<tr>
<td>4) Building Automation System as it relates to Project</td>
<td>100%</td>
</tr>
<tr>
<td>5) Lighting fixtures and controls</td>
<td>Approx. 50 Lights</td>
</tr>
<tr>
<td>6) Fire alarm system</td>
<td>100%</td>
</tr>
</tbody>
</table>

Information Contact

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

Name: Larry Blaiser  
Title: Facilities Construction Coordinator  
Address: 211 11th Street South St. Cloud, MN 56302  
Telephone: 320-308-4712  
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.

Section IV. Response Evaluation

Criteria described below, based upon the point scale, 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.
The Owner does not agree to reach a decision on a specific date as to which firms selected, although it is intended the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline article of this RFP.

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

**PASS /FAIL REQUIREMENTS:**

1.) Responder’s proposal must be submitted on time.
2.) Respondents shall make affirmative representations of the following on the proposal Cover Letter.
   a. Submittal shall bear an original signature, in ink, of a principal of the firm.
   b. A statement that proposal contents are true and accurate to the best knowledge of signatory.
   c. A statement of commitment to enter into the work promptly, if selected, by assigning the persons named in the proposal along with adequate staff to meet requirements of the work.

**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. Factors unfavorable to a Respondent would be civil or criminal judgments or financial defaults that would affect the Respondent’s performance or failure to complete projects.

**STAFFING - - 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 EXPERIENCE WITH SIMILAR PROJECTS - - 20 points**

The Respondent will provide a summary (five pages maximum) 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, 2010 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 2010 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, METHODOLOGY, AND WORK PLAN - - 25 points

The Respondent should describe its understanding of the project and its approach and methodology in providing Commissioning Authority services. Describe whatever difficulties or challenges it foresees 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.

UNIQUE QUALIFICATIONS - - 5 points

Provide unique qualifications related to HVAC upgrades and commissioning that would set your firm apart from the typical firm.

COST - - 25 points

The Respondent shall provide a lump sum fee by completing the attached Services Matrix. To complete the matrix:
A. List the team members by name providing services, their estimated hours and hourly rate for each member. 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 basic hourly fee.
B. Include estimated hours for all phases of the project. Funding has been received up to Construction Documents phase for this project. CxA services will be awarded for the project Design Development Phase through the Construction Document Phase. The remaining bidding through Post-Acceptance phases are anticipated to be awarded when construction funds become available as an amendment to the contract.

25 points will be awarded to the proposer of the lowest lump sum fee. Points will be awarded to each of the other proposals by dividing the lowest proposal’s lump sum fee by each of the other lump sum fees. 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 Responder.

PREFERENCES - - 6 points (extra points total)

Preference to Targeted Group (TG) and Economically Disadvantaged (ED) Business and Individuals
In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG or ED
businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529. Include a copy of the letter of certification or a screen print of the appropriate website showing certification as part of the RFP response submittal.

Veteran-owned Preference – 6 points

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference. Information regarding certification by the United States Department of Veterans Affairs may be found at https://www.va.gov/osdbu/.

A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

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 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.

Insurance Requirements

A. The selected vendor will be required to submit a Certificate of Insurance to the Minnesota State University Moorhead’s authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

a. Workers' Compensation Insurance: The vendor must provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance minimum limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident
If Minnesota Statute 176.041 exempts CONSULTANT from Workers’ Compensation insurance or if the CONSULTANT has no employees in the State of Minnesota, CONSULTANT must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONSULTANT from the Minnesota Workers’ Compensation requirements.

If during the course of the contract the CONSULTANT becomes eligible for Workers’ Compensation, the CONSULTANT must comply with the Workers’ Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

b. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

$2,000,000.00 per occurrence
$2,000,000.00 annual aggregate
$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products and Completed Operations Liability
- Blanket Contractual Liability

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project’s College or University, the State of Minnesota, officers and employees of the State of Minnesota, named as an Additional Insured, to the extent permitted by law.

c. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

$2,000,000.00 per occurrence Combined Single Limit (CSL) for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

Additional Insurance Conditions:

- CONSULTANT’s policy(ies) shall be primary insurance to any other valid and collectible
insurance available to Minnesota State with respect to any claim arising out of CONSULTANT’s performance under this contract;

- If CONSULTANT receives a cancellation notice from an insurance carrier affording coverage herein, CONSULTANT agrees to notify Minnesota State in accordance with the policy provisions with a copy of the cancellation notice, unless CONSULTANT’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without advanced written notice to Minnesota State in accordance with the policy provisions;

- CONSULTANT is responsible for payment of Contract related insurance premiums and deductibles;

- If CONSULTANT is self-insured, a Certificate of Self-Insurance must be attached;

- CONSULTANT’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability insurance above;

- CONSULTANT shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the CONSULTANT’s policy limits to satisfy the full policy limits required by the Contract.

C. St. Cloud State University reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by St. Cloud State University and copies of policies must be submitted to St. Cloud State University authorized representative upon written request.

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 vendor 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 Minnesota State rights.

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 Minnesota State sole and exclusive right 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 VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than 1:00 pm CT on Wednesday November 24, 2021:

Mailing Address:

Larry Blaiser  
Facilities Construction Coordinator  
St. Cloud State University  
211 11th Street South  
St. Cloud MN, 56301

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 cover letter, signature page, index, section divider tab sheets, and required attachments.

The responder shall submit three [2] copies of its RFP response and one flash drive with the RFP response 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.
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.
Commissioning Authority Services Matrix for St. Cloud State University

Year: 2021

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Subtotal Personnel Expenses

Total Expenses $
## Commissioning Authority Services Matrix for St. Cloud State University

**Year:** 2022

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**Subtotal Personnel Expenses**

**Total Expenses** $
Commissioning Authority Services Matrix for St. Cloud State University

Year: **2023** *assuming construction funding is available*

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### Subtotal Personnel Expenses

### Total Expenses

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**Commissioning Authority Services Matrix for St. Cloud State University**

**Year:**

**2024**

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**Schematic Design**

**Design Development**

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**Subtotal Personnel Expenses**

**Total Expenses**

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## Commissioning Authority Services Matrix for St. Cloud State University

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# Commissioning Authority Services Matrix for St. Cloud State University

**Year:**

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Subtotal Personnel Expenses

Total Expenses

TOTAL LUMP SUM FEE FOR PROJECT (all phases, all years) $