



MINNESOTA DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSAL FOR PROJECT SUPPORT SERVICES

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651.201.2402 or go to the Office of Equity in Procurement home page, at <https://mn.gov/admin/business/vendor-info/oep/>.

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

REQUEST FOR PROPOSALS (RFP)

Minnesota Department of Administration Real Estate and Construction Services (RECS)

Request for Proposals (RFP) for Project Support Services

PROJECT OVERVIEW

The State of Minnesota (State), through its Department of Administration's Real Estate and Construction Services (RECS), is requesting proposals and fee schedules from qualified firms and individuals ("Responder"). Responder must be able to provide services under the direct supervision of a Professional in the field of **Project Support Services** with a minimum of five (5) years of experience in project support services, specifically in areas requiring owners' program management. The purpose of this RFP is to create a new Master Contract program for Project Support Services.

SELECTION PROCESS

The Master Contract for Project Support Services program RFP will be available online throughout the five (5) year Master Contract period (August 1, 2026 – July 31, 2031). Responses will only be accepted until April 30, 2031. Responses should only be sent via email to the email address listed in #4 below. Responses that meet the minimum qualifications will undergo further evaluation in quarterly batches (January, April, July, October). Firms that successfully pass this evaluation process will be awarded a Master Contract.

How to respond to the RFP:

1. Visit https://mn.gov/admin/government/construction-projects/contracts/Project_Support/
2. Review the *RFP, Questions and Answers Fact Sheet, Submission Checklist* and other applicable information on the website
3. If applicable, email questions to recs.contract.drafting@state.mn.us (questions that have not already been answered in the *Question and Answers Fact Sheet* will be added as they are received) Subject line of email should be labeled "**Questions to Project Support Services Master Contract RFP**"
4. Email completed response to recs.contract.drafting@state.mn.us. (this is the only acceptable email address to submit responses) Subject line of email should be labeled "**Response to Project Support Services Master Contract RFP**"
5. If the application receives a passing score from the review team, the vendor will be sent an award email
6. If the Response receives a failing score from the review team, the vendor will be sent a non-award email
7. Awarded firms will need to submit insurance. Once documents are drafted and insurance is received, the contract will be routed and signed electronically through DocuSign.

*Note:

- Any response received that does not meet the minimum qualifications and fails the first submission shall wait thirty (30) days from the fail date to resubmit;
- Any response that fails a second attempt shall wait sixty (60) days from fail date to resubmit;
- Responders that fail three (3) or more attempts shall wait one (1) year from the fail date to resubmit a response.

GOALS

It is the goal of this RFP to enter into a Professional and Technical Services Master Contract (Master Contract) with Responders meeting the criteria noted under section Proposal Evaluation. Multiple Responders may be offered a Master Contract to perform work. Projects will involve tasks of varying size and complexity; however, other services could be used, as needed during design phase, during construction phase, during Occupancy and Operations phase associated to a renovation, new construction and/or mechanical engineering projects.

The Master Contracts will be used by Real Estate and Construction Services (RECS) division for most or all state projects required to be done under the authority of the Commissioner of Administration. This includes, but is not limited to, projects done for the Department of Administration, Corrections, Human Services, and Veterans Affairs, as well as the Minnesota State Academies, Minnesota State Retirement Systems, Perpich Center for Arts Education, and Veterans Home Board.

A Master Contract is a contract that spells out most, but not all of the terms between the signing parties. Its purpose is to speed up and simplify future Work Order Contracts. A Master Contract with the State is not a guarantee of receiving work issued in a Work Order Contract. A complete detailed description of required work will be furnished in each Work Order Contract issued under Master Contracts resulting from this RFP.

Work Order Contracts will be issued for individual Projects that requires Support Services. Depending on the anticipated fee for the project, proposals may need to be solicited from multiple firms having a Master Contract for Project Support Services.

The Master Contracts will be available for use by State agencies, boards and commissions identified in Minnesota Statutes 16C.02, subd. 2 and Minnesota state colleges and universities.

SAMPLE TASKS

Tasks and work to be provided for Project Support Services including the following detailed description of the duties and responsibilities:

Owner/User Agency Coordination

- Interface, facilitate and coordinate activities related to assigned Projects. All cost; scope, program and schedule changes must be approved by the State or State's Representative in writing.
- Owner's Group: Participate in meetings for the purpose of monitoring and reporting on the status of the cost, scope and schedule of the project.
- Project Reporting: Report (in bound report) the monthly/biweekly/weekly progress, project costs to date, milestones accomplished, next months scheduled progress, change and cash flow.

State's Consultants

- Responsibilities related to State's Consultants: Perform contract administration of State's Consultants, including monitoring the State's Consultants in performing their work in order to achieve compliance with the project cost, scope and schedule. Recommend courses of action when requirements of the Project are not fulfilled.
- Scheduling: Advise the State's Consultants of the requirement for performing their work within the framework of the Project Schedule and will monitor the progress of the work being performed by the State Consultants. Advise and make recommendations concerning alternative courses of action in its efforts to achieve completion of all activities, tasks, actions and deliverables.
- Contracts and Request for Proposals: Preparation of request for proposals and qualifications (RFPs/RFQs), prepare design scopes of work, assist with executing design contracts, and amendments. Review and

evaluate proposals and make recommendations of the proposal offering the best value to the State. Assist in negotiations with selected responders.

Project Management

- **Project Management Plan:** Facilitate the ongoing development of the Project Management Plan with the owner's group, owner's program manager, design consultants and construction manager at risk. Update the Project Management Plan as additional information becomes available. Distribute all updates to the Project Management Plan to project stakeholders. Project Management Plan shall include, but not be limited to, the following:
 - **Executive Summary:** Include a brief Project Description and overview of the Project including history, purpose, cost, scope (sf areas) and schedule.
 - **State's Project Team Membership/Organization:** The State's Project Team will be defined to include the building occupants, Owner's Executive Team, State's Consultants and others as necessary. Include organization chart(s) for the Project Team and team members and a project directory. Include a contracting plan describing the proposed State's Consultants. All key members of the Project Team will remain in such person's identified capacity until Final Completion.
 - **State's Project Team Communications:** Describe the interrelationships of the members of the State's Project Team including the communication flows among the parties.
 - **Critical Path List:** Maintain, track and report on a list of critical path items that need to be resolved in order to maintain the project cost and schedule. This list shall show completion dates of when the critical path item was initiated and completed.
 - **Scope:** Maintain, monitor and report on changes to the scope of the project including their impact on the budget and schedule.
 - **Schedule:** Review schedules and monitor and report on changes to the project schedule. Include an updated schedule of the entire project with all milestone dates, in each report.
 - **Cost:** Monitor and report on changes to the entire project budget.
 - Maintain a budget spreadsheet for the project (in Excel format). Provide an updated budget spreadsheet in each report.
 - **Quality Control and Quality Assurance:** Review consultant's work for compliance with the State's *Design Guidelines* and other State requirements.
 - **Claims:** Report on all consultant and contractor claims and update the status as it occurs. Review the contents of any claim submitted to the State, assemble information concerning the claim, review the alleged cause of the claim, and make recommendations with respect to the claim. Make a final recommendation concerning settlement or other appropriate action. When requested, assist in negotiating the claim.
 - **Building Data Sheet:** Coordinate with the Architect/Engineer (A/E) of Record to prepare and update the Building Data Sheet (briefing) on the physical characteristics and estimated construction costs.
 - **Progress Reports:** Report on monthly/periodic progress that updates the above information.
- **Progress Meetings:** Participate in regular project meetings in conjunction with the owner, designers, construction manager. The progress meetings will be held as required by the Owner, but at least every two (2) weeks, at the Architect of Record's office or other appropriate location as agreed to by the Owner. During the construction phase, the progress meetings will be held at least biweekly. The purpose of the progress meetings is to enable the orderly review of progress during design and construction, to provide for systematic discussion and analysis of problems that might arise between the State, Architect/Engineer of Record, Construction Manager, Prime Contractor(s) and/or any Subcontractor, and to answer questions, resolve problems, review schedules, and discuss aspects or concerns of the Project. And, review minutes distributed by the A/E and contractors, and if necessary, provide corrections or clarifications, in writing.

- Other services: Provide other services normally required to manage a project as an agent of the owner including presentations to community groups and communications with local municipality as needed.

Preconstruction Support

- Preconstruction Administration Procedures: This position will be the party through which supplemental agreements, payment requests, requests for information, submittals and other information will be processed and communicated to and from all parties.
- Preconstruction Meetings: Participate in preconstruction meetings and review minutes, provide corrections or clarifications in writing to A/E of record, contractor and stakeholders.
- Preconstruction Record Documents: Ensure that all predesign documents and deliverables are received and kept in order and are packaged such for the purpose of review by State leadership.
- Perform preconstruction cost estimating at intervals determined by the State's project manager

Construction Phase

- Construction Administration Procedures: This position will be the party through which supplemental agreements, payment requests, requests for information, submittals and other information will be processed and communicated to and from all parties.
- Construction Site Meetings: Participate in construction site meetings and review minutes, provide corrections or clarifications in writing to A/E of record, contractor and stakeholders.
- Field Observations and Recording: Conduct 'field' observation tours as necessary but at least every two weeks to record first-hand the progress of Construction. And notify State stakeholders upon awareness of a potential for increase in cost or delay of construction. Monitor the consultant A/E of record's observation field reports. Observation of the work shall not include licensed A/E duties of review and observation for purposes of compliance with plans and specifications.
- Nonconforming Work: Transmit Letters of Nonconforming Work when it is the judgment of the A/E of record that the work does not conform to the Contract Documents. Follow-up to ensure corrective work occurs.
- Record Documents: Ensure that all Contracts, Drawings, Specifications, addenda, Supplemental Agreements, approved Shop Drawings, Product Data, Samples and similar required submittals are received, reviewed, kept in order and are packaged such for the purpose of archiving.

Project Schedule

- Project Schedule: Monitor and review the Project Schedule and all updates to the Project Schedule and will notify the State's PM of any conflicts. The vendor will monitor and enforce the Critical Dates derived from the schedule during the design, bidding, construction and occupancy phases with all parties performing work including the activities, actions and tasks required of the owner, building tenants and State's Consultants.
- Analyzing Claims for Time: Analyze claims for extensions of time and costs and coordinate with the A/E of Record to resolve.
- Project phasing: Construction phasing will be an important aspect of this project so the vendor must monitor and review critical path analysis in order to determine the most effective and efficient sequencing of the construction work to minimize cost and disruption to the legislators, staff, public and ongoing state operations in the Capitol Building

Cost Reviews

- General Description: Establish and maintain a project financial status reporting system. Advise and make recommendations to stakeholders concerning the alternative courses of action to complete the project in the most economical manner possible including costs-related efficiency, usable life, maintenance, energy, sustainability and operation.
- Cost Research and Reviews: Conduct all cost research and reviews necessary for approving supplemental agreements (change orders).

- **Project Cost Summary Reports:** The vendor will prepare and distribute Project Cost Summary Reports regularly throughout construction including updated cost information reflecting actual bid prices and construction costs versus current budget figures.

Program

- **Conformance to Design Guidelines, Construction Standards and Sustainability Guidelines:** Monitor and manage the design of the building to assure the requirements of the Design Guidelines are met and the Sustainability Guidelines are followed.
- **Space Program:** Work closely with the building occupants and owner's project manager to assure compliance with the Space Program, design-intent and adjacency relationships.
- **Space Planning Review:** Review space plans for compliance with Budget, State purchasing rules, Space Guidelines and all furniture systems to be reused.

Supplemental Agreements (Change Orders)

- **Supplemental Agreements to the Contract:** Review requests for changes, assist in negotiating proposals, make recommendations.
- **Supplemental Agreement (Change Order) Control:** Establish and implement a supplemental agreement control system. Track all supplemental agreements and Proposal Letters and Requests For Information (RFI). Estimate the cost and time necessary for all Proposal Letter responses and make recommendations to the State prior to execution of supplemental agreements.
- **Supplemental Agreement and Contract Time Negotiations:** The vendor will review time extensions due to a supplemental agreement. Make recommendations to the State on the acceptability of time extensions requested prior to the execution of any supplemental agreement.

Payment Review Support

- **Payment Applications:** Review and make recommendations on all payment requests submitted by the State's Consultants, contractors and vendors. Review the payment requests submitted for accuracy and determine whether the amount requested generally reflects the progress of the work. Recommend and facilitate appropriate adjustments to each payment application.

Occupancy

- **Occupancy Permit:** Assist the State in obtaining the Occupancy Permit. This task includes, where necessary, accompanying governmental officials during inspection of the construction and ensuring that proper documentation to the appropriate approving agencies and code officials is accomplished.
- **Occupancy and Move-in Activities:** Prepare requests for proposals, solicit quotes, prepare contracts, conduct pre-move-in conferences and administer the contract for moving activities in conjunction with move-in.

Project Close-Out

- **Punch List:** In conjunction with the A/E of record, monitor the list of incomplete or defective work (punch list) prior to beneficial occupancy or substantial completion. When incomplete work or defective work has been remedied, advise stakeholders of completeness and ensure a Certificate of Substantial Completion is issued by the A/E of record.
- **Final Completion:** In consultation with the A/E of record, document and communicate when the work is finally completed and will ensure a Final Completion date is established.
- **Project Close-out Meeting:** Thirty (30) calendar days prior to the established date of Final Acceptance, conduct a meeting with the customer agency and A/E of record to review maintenance manuals, guarantees and warranties, close-out submittals, bonds, and service contracts for materials and equipment.
- **Record Documents:** Coordinate and expedite submittals of information for as-built preparation and will coordinate and expedite the transmittal of record documents to the user agency. The record documents will be submitted in electronic format and hardcopies.

- Organize and Index Operation and Maintenance Materials: Prior to the Final completion of construction, ensure the receipt of material, such as manufacturer's operations and maintenance manuals, warranties, guarantees, etc., in an organized manner.
- Training: Coordinate the scheduling of training of state personnel with the contractor or suppliers for operation and maintenance of the major building systems (i.e. Building Automation System, Fire Alarm System, Security System, HVAC System, etc.).

Bidding

- Bid Package Strategy: Review and advise on the appropriate bid packages to enable the construction of the Work to proceed in an efficient and cost-effective manner.
- Bid Package Review: Review all bid packages to ensure conformance with the contract and schedule and budget parameters.
- Pre-bid conferences: Attend all pre-bid conferences for each bid package to monitor A/E clarifications to the construction documents.
- Review and Evaluation: Assist the A/E of record to make recommendations to the State's PM on the award of contracts or rejection of bids.

RFP DOCUMENTS

1. In addition to Tasks above, and the attachments, the following documents are considered to be part of this RFP and may be found at <http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/index.jsp>
 - Exhibit D
 - D1, State Insurance Requirements
 - D2, Consultant Certificate of Insurance (to be provided by the Responder if awarded a contract)
 - Exhibit E, Workforce & Equal Pay Declaration (to be completed by Responder) (attached)
 - Exhibit F, Certification Regarding Lobbying (to be completed by Responder) (attached)
 - Exhibit G, State's Designer Procedures Manual
 - Exhibit H, AIA201 General Conditions (2017 Edition) as modified by the state. (Available from the Real Estate and Construction Services and incorporated by reference)
 - Exhibit I, Affidavit of Noncollusion (to be completed by Responder) (attached)
 - Exhibit J, Not Used
 - Exhibit K, Not Used
 - Exhibit L, Not Used
 - Exhibit M, Veteran-Owned Preference Form (if applicable) (attached)
 - Exhibit O, Resident Vendor Form (if applicable) (attached)
2. The term of this contract is anticipated to run from varying dates starting as early as August 1, 2026, and ending no later than July 31, 2031, with no additional options to renew.
3. This request for proposal does not obligate the state to award a contract or complete the project, and the state has the right to cancel the solicitation if it is considered to be in its best interest.
4. Prospective responders who have any questions regarding this request for proposal should email the questions to:

recs.contract.drafting@state.mn.us

Real Estate and Construction Services

Subject line of email should be labeled **"Questions to Project Support Services RFP."**

Other personnel are NOT authorized to discuss this request for proposal with responders. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Answers will be provided in the Question and Answers Fact Sheet. All Questions and Answers will be posted at https://mn.gov/admin/government/construction-projects/contracts/Project_Support/

Unenforceable terms

As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, [Chapter 39](#), Section 45.

- (a) A contract entered into by the state shall not contain a term that: (1) requires the state to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute; (2) binds a party by terms and conditions that may be unilaterally changed by the other party; (3) requires mandatory arbitration; (4) attempts to extend arbitration obligations to disputes unrelated to the original contract; (5) construes the contract in accordance with the laws of a state other than Minnesota; (6) obligates state funds in subsequent fiscal years in the form of automatic renewal as defined in section 325G.56; or (7) is inconsistent with chapter 13, the Minnesota Government Data Practices Act.

(b) If a contract is entered into that contains a term prohibited in paragraph (a), that term shall be void and the contract is enforceable as if it did not contain that term.

WHAT TO INCLUDE IN YOUR PROPOSAL

By submission of a proposal, the Responder affirms its willingness to abide by the terms and conditions of the State's contract documents. By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award and may subject the responder to suspension or debarment proceedings as well as other remedies available by law. **The proposal must contain an Hourly Fee Schedule and a completed Exhibit A as described below; proposal will not be evaluated and will be rejected if an Hourly Fee Proposal and a completed Exhibit A are not received:**

1. **Exhibit A**, with project experience and reference information for each bolded category of service selected; see more detailed description in Selection Process section below
2. **Hourly Fee Schedule (labeled Exhibit B)**; see more detailed description below
3. Completed **Submission Checklist**
 - a. Point of Contact: Identify a single individual to whom the State may direct questions or send a project request for proposal as needed during the term of the Master Contract:
Contact Person Name and Title
Contact Person Phone Number
Contact Person E-mail Address
 - b. Authorized Signer: Must be signed by an authorized member of the firm as described in a corporate resolution or partnership document. Please provide the following information on the authorized signer:
Authorized Signer's Name and Title
Authorized Signer's Phone Number
Authorized Signer's E-mail Address
4. Complete the following forms (available at <http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/index.jsp>):
 - Organizational Conflict of Interests form (see General Requirements Conflicts of Interest and Organizational Conflict of Interest clauses)
 - Exhibit E, Workforce & Equal Pay Declaration Page
 - Exhibit F, Certification Regarding Lobbying
 - Exhibit I, Affidavit of Non Collusion
 - Corporate Resolution (to be submitted by responder)

- TG/ED Certification (if applicable, to be submitted by responder)
- Exhibit M, Veterans Preference Form (if applicable)
- Exhibit O, Resident Vendor Form (if applicable)

FEE SCHEDULE

The responder is required to submit an hourly fee schedule **as a separately attached document**. The hourly fee schedule must show the hourly rates for each of the Responder's employees. The hourly rate must include all project-related expenses, which includes but are not limited to telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. A range of fees for a position is not acceptable. Note that on projects located within 100 miles roundtrip of the Responder's office location (accumulative mileage to and from site), the State **will not** pay for travel time or expenses. On projects located over 100 miles round trip of the Responder's office location, the State **will** pay for travel time and expenses per day for all work days (Monday through Sunday and State Holidays).

Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

A fee schedule may be revised once a year after the awarded firms' execution/start date of their Master Contract, however, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

PROPOSAL QUALIFICATIONS

1. Qualified Responder(s) meeting the requirements of this RFP will be offered a Master Contract on a pass/fail basis. Qualifications will be based upon project experience as in any of the various service categories. You do not need to be qualified for each service area. Please select each of the different services areas you would like to be evaluated upon in the attached **Exhibit A**.
2. To determine whether qualifications are acceptable, the state will evaluate responses based upon a **minimum of three (3) project references for each bolded category of service you have selected in Exhibit A**. Responses are to include the following information for each project:
 - Project title, scope, and dates started and completed
 - Name and number of years' experience of Responder's staff member (must have a minimum of 5 years of experience)
 - Client's company name, mailing address, and
 - Client's contact person name, position title, email and telephone number
3. Although a minimum of three projects will determine qualifications, it is important that Responders submit as much project experience information as possible. It is important because after the Master Contracts are fully executed, and when a specific project arises, the project experience of all firms having a Master Contract will be reviewed and the firm having the project experience qualifications most closely matching the needs of the specific project may be selected to receive a work order.

HOW TO SUBMIT YOUR PROPOSAL

All responses to the RFP must be submitted via recs.contract.drafting@state.mn.us.

All responses should be submitted in **.pdf** editable format (unlocked).

All responses must include the following **separately attached** documents, unless otherwise specified:

1. a completed Exhibit A;
2. an Hourly Fee Schedule (label Exhibit B);
3. a completed Submission Checklist

All costs incurred in responding to this RFP will be borne by the Responder.

Fax and printed proposals **will not be accepted** or considered during the RFP acceptance period.

The State is not obligated to complete this RFP and the State reserves the right to cancel this solicitation if it is considered to be in its best interest. This Request for Proposals and Fee Schedules is not a guarantee of work and it does not obligate the State to award any contracts or work orders.

The State reserves the right to not use Master Contracts if it is considered to be in its best interest.

State's Contract Formats—An Example of the Master Contract that may result from this RFP can be found at: <https://osp.admin.mn.gov/sites/osp/files/pdf/mastercontract.pdf>. The State reserves the right to modify the contract language from the above contract format prior to execution of a contract.

Responses that do not provide the information requested may be delayed or may be considered non-compliant and rejected.

DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

Mandatory Requirements (Scored as Pass/Fail)

The following will be considered on a pass/fail basis:

1. Proposals must be received via email to recs.contract.drafting@state.mn.us.
2. Proposals must include a **completed Exhibit A** with project experience and reference information for each bolded category of services selected (**in order to receive a passing score, a minimum of three (3) project references are needed for each bolded category of services your firm selects in Exhibit A. Responder's staff member must have a minimum of 5 years of experience**)
3. Proposals must include an **Hourly Fee Schedule** (labeled **Exhibit B**, as a separately attached document).
4. Proposals must include a completed **Submission Checklist**.
5. Submission Checklist indicates that **Responder has no exception to insurance requirements, will accept terms & conditions, and currently not suspended or debarred.**

The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the following criteria:

Evaluation Criteria	Max. Points	Evaluator Score
All required forms have been submitted: • Exhibit A (as a separately attached document) • Hourly Fee Schedule (as a separately attached document labeled Exhibit B) • Complete Submission Checklist (as a separately attached document) Other Forms to be submitted: • Exhibit E&E1, Workforce and Equal Pay Declaration Page • Exhibit F, Certification Regarding Lobbying • Exhibit I, Affidavit of Non-Collusion • Corporate Resolution/By-laws • TG/ED Certificate (if applicable) • Exhibit M, Veteran-Owned Preference Form (if applicable) • Exhibit O, Resident Vendor Form (If Applicable)	Pass/Fail Pass/Fail Pass/Fail Pass/Fail	
Refer to Submission Checklist	Max. Points	
Responder must check “Yes” to accept insurance requirements	Pass/Fail	
Responder must check “Yes” to will accept terms & conditions	Pass/Fail	
Responder must check “No” currently suspended or debarred.	Pass/Fail	
Responding Firm’s Point of Contact information has been provided	Pass/Fail	
Responding Firm’s Authorized Signer information has been provided and signed	Pass/Fail	
Refer to Exhibit A – Project Experiences & Qualifications	Max. Points (70)	
Provided a minimum of three project references for each bolded category selected on Exhibit A in response to the RFP. Each project reference includes the project title/name, scope, start date, completion date, staff member’s name and years of experience, and the client’s company name, mailing address, contact person’s name, title, and phone number. (30 points)	Pass/Fail	
For each project reference provided, all qualified staff members identified for that project have a minimum of five years of experience. (30 points)	Pass/Fail	
Provided a description of the Responder’s qualifications, including any unique qualifications, in the Exhibit A Comments section. (10 points)	Pass/Fail	
Refer to Exhibit B – Fee Schedule	Max. Points (30)	
The hourly fee schedule must show the hourly rates for each of the Responder’s staff member. A range of fees for a position is not acceptable. (30 points)	Pass/Fail	

Evaluation Factors

SCORING CRITERIA

1. Project References
2. Staff member experiences
3. Unique Qualifications
4. Fee Schedule

MAX POINTS AVAILABLE

- 30
- 30
- 10
- 30

The State will make its selection and award based on best value, as determined by this evaluation process.

GENERAL REQUIREMENTS

Affidavit of Noncollusion

Each responder must complete the attached Exhibit I, Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder 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 is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor.

If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark 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, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

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

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Conditions of Offer

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

Award

Any award that may result from this RFP will be based upon the total accumulated points as established in the RFP. The State reserves the right to award this RFP to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the RFP. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the RFP, or to re-issue the RFP, whichever is in the best interest of the State.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Master Contract is available at <https://osp.admin.mn.gov/sites/osp/files/pdf/mastercontract.pdf> for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

In the event expenses are reimbursed, reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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 which 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 to the State, 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 Assistant Director of the Department of Administration's Office of State Procurement ("OSP") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State 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 OSP, the State 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 State's rights.

Reciprocity

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Work Force Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

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

Certification Regarding Lobbying

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower

Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers’ Compensation Insurance:** Except as provided below, Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor 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 Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers’ Compensation requirements.

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

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list _____

State of Minnesota named as an Additional Insured, to the extent permitted by law

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following

completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor 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 Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

Consultant Performance Evaluation

If applicable, using Exhibit K, the State will evaluate the Consultant's and/or subconsultants' performance for work provided under work order contracts.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

Project Energy/Utility Savings

The Consultant shall provide designs and specifications that result in maximizing energy savings. Consultant shall complete and submit Exhibit L to the State when applicable to the work under this contract. The Consultant and Consultants will be required to work with the Department of Administration RECS, Office of Enterprise Sustainability (OES) and Agency representatives on projects that require B3/SB2030 review and application.

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Subcontractor Reporting

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☐ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

Vendor/Supplier ID	Business Name	Name of Contracting Agency
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Authorized Signatory Name	Title	Date
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Signature	Email	Phone
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For assistance with this form, email the Minnesota Department of Human Rights
Compliance.MDHR@state.mn.us

Exhibit F
CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the **Project Support Services Master Contract Program** Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: _____

Print authorized representative name: _____ Title: _____

Authorized signature: _____ Date (mm/dd/yyyy): _____

Notary Public

Subscribed and sworn to before me this:

_____ day of _____, _____

Notary Public signature

Commission expires (mm/dd/yyyy)

