



**City of South St. Paul**

**Request for Proposal  
Municipal Facility Space Needs Assessment**

City of South St. Paul  
Administration Department  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075  
[www.southstpaul.org](http://www.southstpaul.org)

April 2019

## **Request for Proposal Notice**

Notice is hereby given that the City of South St. Paul will accept written Proposals for a Municipal Facility Space Needs Assessment for the City of South St. Paul.

### **PROCUREMENT PROCESS**

The issuance of this Request for Proposal (RFP) constitutes an invitation to submit proposals to the City of South St. Paul. The City in its sole and absolute discretion, reserves the right to determine whether any aspect of the proposal satisfactorily meets the criteria established in this RFP; the right to seek clarification from any Respondent; the right to negotiate with any Respondent(s) whether or not they submitted a proposal; the right to reject any or all proposals with or without cause; and the right to cancel and/or amend any and all parts of the RFP.

The City assumes no expressed or implied obligation for reimbursing Respondent(s) for any costs or expenses incurred in connection with this RFP. Each proposal should express the Respondent's most favorable cost terms and programmatic considerations, and should be submitted in a complete and understandable form. The City reserves the right to request additional information or clarification, or to allow corrections of errors or omissions during the evaluation process. At the discretion of the City, Respondents may be required to provide oral presentations as part of the evaluation process.

The City reserves the right to retain all submitted proposals and to use any ideas expressed in a proposal regardless of whether that proposal is selected. Submission of a proposal constitutes acceptance of the conditions contained in this RFP by the Respondent, unless clearly and specifically noted in the submitted proposal and confirmed in the contract between the City and the Respondent.

The City in its sole discretion may also reduce or expand the scope of requested services.

### **PROPOSAL SUBMISSION**

One (1) original and three (3) copies of the Proposal shall be submitted by 4:00 PM CST on Thursday, May 9 to:

Shelly Anderson  
City of South St. Paul  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075  
(651) 554-3203  
sanderson@sspmmn.org

## **I. Overview**

The purpose of the Request for Proposal (RFP) is to solicit proposals from qualified architectural/engineering firms to perform a Municipal Facilities Space Needs Assessment for its City Hall-Police Department. Space has become available within the building and we would like to evaluate repurposing areas to gain increased efficiencies. The City also seeks proposals for an additional assessment of the Municipal Service Center, which will be considered by the City for inclusion in the study based on availability of funding. The respondent may submit a proposal on either facility or both facilities. The City does reserve the right to negotiate with any respondent for either facility that best meets the City's objectives; the right to reject any or all proposals with or without cause; and the right to cancel and/or amend any and all parts of the RFP

## **II. Scope of Work**

The Assessment will consist of a formal report to the City Council that addresses and makes recommendations on the following items for each of the facilities identified above:

### **A. Identify Current Facility Conditions and Deficiencies**

- Space Needs (office/meeting rooms)
- Number of staff
- Equipment
- Age of Facility / Structural Issues
- Storage
- ADA Compliance
- Public Accessibility / Convenience
- Utility Costs

### **B. Future Facility Needs**

- Identify Shared Space Potential
- Workspace mobility
- Storage
- Meeting Rooms
- Sustainable Buildings/LEED
- IT and Computer Equipment

### **C. Space Needs**

- Square Footage, as requested by staff
- Square Footage, as suggested by standard

### **D. Preliminary Cost Estimates**

### **E. Preliminary Site Design Layouts**

### **F. Potential Funding Sources**

### **G. Potential Improvements to Existing Buildings**

### **H. Timeline**

### **III. Specifications**

The firm selected will be required to make site visits and conduct interviews with appropriate personnel to derive a final set of recommendations. Please provide the following information as part of your submission:

1. A narrative relating to your general approach to this project.
2. Company history
3. Resumes, including responsibilities, background, and relevant experience of key personnel that will be working directly on this project.
4. Contact information for three to five clients that can be contacted as references concerning the professional capabilities of your firm to perform on this project.
5. Additional information or materials that you believe communicate the capabilities of your firm to perform this project.

### **IV. Non-Collusion Certification**

By submission of this proposal, Respondent certifies that:

- A. The proposal has been independently developed by the Respondent and has been submitted without collusion with any other person(s) or party(s).
- B. The contents of the proposal have not been communicated to the best of its knowledge, by its employees or agents, to any person not an employee or agent of the Respondent, and will not be communicated to any such person or entity prior to the official opening of the proposal.
- C. No Respondent shall submit more than one proposal for these services.

### **V. Right of Review**

The City of South St. Paul reserves the right to reject any or all proposals. The City also has the right to request additional information from any or all Respondents in order to help the City make a decision as to the Respondent's best services and interests of the City. The City intends to select and award a contract to the Respondent or Respondent(s) best qualified to perform the work based on cost, extent and quality of the Respondent's resources, communications and presentation skills, plus the quality and extent of experience.

### **VI. Disposition of Responses**

All materials submitted in response to this RFP will become the property of the City of South St. Paul and will become public record after the evaluation process is completed and an award decision is made. If the Respondent 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 Statutes 13.37, the Respondent must:

- (a) clearly mark all trade secret materials in its response at the time the response is submitted
- (b) 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 a trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of contract. In submitting a response to this RFP, the Respondent agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to Requests for Proposals for a minimum of seven years.

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

Responses to the RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

## **VII. Terms and Conditions**

The following information is to provide the Respondents an understanding of the City's expectations with respect to contract negotiations and execution.

- A. Negotiations and Contract Execution – The City of South St. Paul reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the Respondent are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another respondent. The City also reserves the right to reject all proposals and cease the RFP process.
- B. Contracting Ethics
  - (a) No elected official or employees of the City who exercise any responsibility in the review, approval, or implementation of the proposal shall participate in any decision, which affects his or her direct or indirect financial interests.
  - (b) It is a breach of ethical standards for any person to offer, give or agree to give any City employee or Council person, or for any City employee or Council person to solicit, demand, accept or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential or more favorable treatment than is normally accorded the general public.
  - (c) The Respondent shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
  - (d) The Respondent shall not accept any private client or project that may place it in ethical conflict during its representation of the City.
- C. Indemnification – the Respondent(s) shall defend, indemnify and hold harmless the City of South St. Paul, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Respondent's (including its officials, agents or employees) performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Respondent.
- D. The Respondent(s) agrees, as a condition of being awarded this RFP, to require each of its agents, officers and employees to abide by the City of South St. Paul's policies prohibiting sexual harassment, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this contract. The Respondent agrees and understands that a violation

of any of these policies or rules constitutes a breach of the contract and sufficient grounds for immediate termination of the contract by the City.

### **VIII. Schedule**

Proposals must be received by the City of South St. Paul at 125 3<sup>rd</sup> Avenue North, South St. Paul, MN 55075 no later than **4:00 PM on Thursday, May 9, 2019**. Proposals received after such time and date will not be accepted and will be returned unopened. Proposals shall be in a sealed envelope plainly marked with the project name **(Municipal Facilities Space Needs Assessment)**.

Please submit the fee for your services on this project for both the City Hall-Police Department and Municipal Service Center. The proposal package should include one (1) original proposal and three (3) complete copies. The proposal may be mailed or hand delivered to:

Shelly Anderson  
City of South St. Paul  
125 3<sup>rd</sup> Avenue North  
South St. Paul, MN 55075