

State of Minnesota

Department of Labor & Industry



REQUEST FOR PROPOSAL

Statewide Electrical Inspection Services

Date Posted: September 9, 2020

- Responses must be received not later than 5:00PM Central Time, September 29, 2020
- Late responses will not be considered

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 651-296-2600 or go to www.mn.gov/admin/oep.

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota or the Department of Labor and Industry 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.

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Solicitation Attachments

1. Attachment A: Technical Proposal
2. Attachment B: Cost Proposal
3. Attachment C: Responder Declarations
4. Attachment D: Exceptions to State's Standard Terms and Conditions
5. Attachment E: Reference Forms (submit 3 reference forms)
6. Attachment F: Responder Forms (if applicable)
 - a. Veterans Preference Form
 - b. Workforce Certification
 - c. Equal Pay Certificate Form

Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for
Completing Your
Response

Follow the steps below to complete your response to this Solicitation:

- Step 1: Read the solicitation document and ask questions, if any
- Step 2: Write your response
- Step 3: Sign and submit your response

Incomplete
Submittals

A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask
Questions

The contact person for questions is:
Robin Geiger, Contract Administrator
Department of Labor & Industry
robin.geiger@state.mn.us

Questions should be emailed to the contact by September 19, 2020
Other personnel are not authorized to answer questions regarding this Solicitation.

STEP 2 – WRITE YOUR RESPONSE

The Proposal Content section is in Section 4. Prepare a written response and supply all requested content.

STEP 3 – SIGN & SUBMIT YOUR RESPONSE

Where to Send
Your Response

Emailed responses will not be accepted. Upload your response in the SWIFT Supplier Portal. By signing this response, your company is making a binding legal offer for the period of time set forth below in Section 6, Paragraph 11, Conditions of Offer.

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

Response
Submission
Deadline

Must be received not later than 5:00PM Central Time on September 29, 2020
Late responses will not be considered.

SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview and Goals.

The Department of Labor and Industry (State) is seeking proposals to provide electrical inspection service as required by Minnesota Statutes Section 326B.36, subdivision 1, for the specific State electrical inspection areas as defined in the District Area Report attached. The primary purpose of the electrical inspection service is to verify compliance of installed electrical wiring to the standards identified in Minnesota Statutes Section 326B.35. Additionally, inspection service providers are required to enforce electrical licensing and inspection provisions of Minnesota Statutes Sections 326B.31 through 326B.399 and Minnesota Rules Chapter 3800 and 3801.

In accordance with Minnesota Statutes Section 326B.36, subdivision 3, all individuals providing inspection service must be licensed as a master electrician or journey-worker and must provide bond in the amount of \$1,000.00.

Proposals are being solicited to provide electrical inspection service for a period of one year, beginning July 1, 2020 and extending through June 30, 2021. This Request for Proposals (RFP) may result in an award contract to qualified responder. Responses to this RFP will also be held for one year for the purpose of fulfilling additional inspection services (if necessary) or replacing a contract awarded to a Contractor who fails to perform to the State's satisfaction.

Goals

- 1) To ensure that all electrical installations are inspected for compliance with The National Electrical Code and Minnesota Rules Chapter 3800 and 3801.
- 2) To ensure that all electrical installations are performed in compliance with the licensing and inspection requirements of Minnesota Statutes Section 326B.33 and Minnesota Rules Chapters 3800 and 3801.
- 3) To complete inspections of electrical installations in a timely manner.
- 4) To ensure that a record of inspections is completed for each installation.

2. Sample Tasks and Deliverables.

- Communications/Scheduling: Contract electrical inspection service providers (Contractor) will provide a mechanism for installers of electrical wiring to schedule inspections and to receive answers to electrical code questions specific to installations within the contract inspection area.
- Inspection Service: Contractor will provide inspection service in the contracted inspection area that result in timely inspections. In the event inspections cannot be performed in a timely manner, the Contractor will notify the State electrical area representative.
- Procedure: Contractor will perform inspections upon request of the installer when a Request for Electrical Inspection has been filed with the Department of Labor and Industry.
- Thoroughness: Contractor will verify that all electrical wiring installed under a Request for Electrical Inspection is in compliance with the applicable standards identified in Minnesota Statutes Section 326B.35 and the requirements of Minnesota Rules Chapter 3801.
- Evidence of Inspection. Within 48 hours of performing inspection service Contractor will make notation in the Department of Labor and Industry inspection database (iMS) identifying the date the inspection was performed. Contractor will place inspection stickers at the job site as evidence of completed or partially

completed inspections. The inspection sticker will be completed with the permit number, date of inspection, type of inspection (rough-in, service, bonding, air conditioner, furnace, lower level, machine, final, etc.), number and type of circuits and signed by the electrical inspector. For the purpose of providing uniform and consistent evidence to owners, installers, other crafts, and other inspection authorities, inspection stickers will be placed as follows:

- Dwellings:

- Rough-in and in-progress inspections: At least one inspection sticker will be placed in the switch box nearest the main entry to a dwelling unit or portion of a dwelling unit where the wiring is installed.
- Service inspections: Inspection stickers will be placed in the interior of service equipment for separate service inspections.
- Final inspections: Inspection stickers for final inspections will be placed on the service equipment and each panelboard. In finished areas the inspection sticker will be placed behind a panel door or inside the panelboard to protect the sticker from physical damage or from being obliterated.

- Other than dwellings:

- Rough-in and in-progress inspections: Inspection stickers will be placed in a switchbox nearest the area that each separate inspection is made and in or on the service equipment or panelboard that serves that area.
- Service inspections: Inspection stickers will be placed on the exterior of indoor/protected equipment and on the interior of outdoor/nonprotected equipment.
- Final inspections: Inspection stickers will be placed on the service equipment and/or panelboard that supplies the area inspected.
- One-time or single-circuit/device inspections: Inspection stickers will be placed at the first overcurrent device or disconnecting means from which the circuit is extended.

- Documentation and Notification Requirements for Installations not in Code Compliance

- Inspection reports: Contractor will identify installations not in compliance with the National Electrical Code or Minnesota Rules on an Inspection Report form along with a brief description of the violation and the reference section number and provide the report to the installer. In addition, the Contractor will enter the data into the eTRAKiT database. In accordance with Minnesota Statutes Section 326B.36 Contractor will allow reasonable opportunity from the date of the inspection for correction of violations. Contractor will provide the Inspection Report to the installer of the electrical wiring and forward a copy to the district electrical area representative, in accordance with the notation in the electronic record.
- Correction Orders: Contractor will forward a complete report to the State electrical area representative

when an installer fails or refuses to make corrections identified in an inspection report. The Department of Labor and Industry will proceed to have the installation brought into compliance in accordance with the procedures identified in Minnesota Statutes Section 326B.36 and Minnesota Rules Chapter 3801.

- Hazardous installations: Contractor will, upon recognition of an installation that seriously and proximately endangers human life and property in accordance with Minnesota Statutes Section 326B.36 and Minnesota Rules Chapter 3801.3670, immediately notify the Department of Labor and Industry and the serving utility.
- Approved equipment: Contractor will provide a written report to the Department of Labor and Industry identifying the location, equipment and approval information where equipment that is listed and labeled or otherwise approved is subsequently identified by CONTRACTOR as being in non-compliance with applicable standards.
- Equipment approval: Contractor will report in writing to the installer, owner, and Department of Labor and Industry all equipment that does not meet Minnesota Rules 3801.3620, Subpart 1 or Subpart 3 (A), (B), (C) or (E).

Note: Only those forms provided or specifically approved by the State, including computer generated forms, will be used when providing notice of non-code compliant installations.

- Contractor Equipment and Materials

- Equipment: Contractor is responsible for providing all equipment and tools necessary to perform a thorough inspection including but not limited to personal protection equipment in accordance with NFPA 70E. Contractor is responsible for providing and arranging necessary transportation to complete inspections.
- Materials. Inspection report forms, expiration forms and inspection stickers are specifically developed forms provided by the State. Contractor is responsible for providing other materials necessary to provide complete inspection service and meet the provisions of the Contract.

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. Anticipated Contract Term.

The term of this contract is anticipated to be from beginning July 1, 2020 and extending through June 30, 2021 with the option to extend up to an additional four years in increments determined by the State.

2. Question and Answer Period.

Prospective responders who have any questions regarding this solicitation may contact:

Robin Geiger, Contract Administrator
Department of Labor & Industry
robin.geiger@state.mn.us

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the questions/clarifications due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

3. Additional Tasks or Activities.

Responders are encouraged to propose additional tasks, activities, or goods if they will substantially improve the results of this procurement. These items should be separated from the required items on the cost component of the response.

4. Response Submission Instructions.

All responses to this solicitation (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (<http://supplier.swift.state.mn.us/>). Training and documentation on how to submit your response is available through the Supplier portal link above.

All responses to this solicitation must be submitted and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this solicitation. **Late responses will not be considered.** Fax, e-mail, and printed responses will not be accepted or considered. All costs incurred in responding to this solicitation will be borne by the responder.

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

- DLI RFP Attachments, all pages completed including but not limited to attachments in response to questions and copy of license, references, etc.
- DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders’ control. If you need assistance please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, and then Option 1.

SECTION 4 – VENDOR RESPONSE

Please submit the following information:

1. Technical Proposal. Please complete and submit “Attachment A: Technical Proposal” attached to this solicitation. Responder should detail his/her qualifications, approach to project, and references as detailed in the attachment.
2. Cost Proposal. Please complete and submit “Attachment B: Cost Proposal” attached to this solicitation.
3. Submit all requested documentation, including, but not limited to, the following documents*:
 1. Attachment A: Technical Proposal
 2. Attachment B: Cost Proposal
 3. Attachment C: Responder Declarations
 4. Attachment D: Exceptions to State's Standard Terms and Conditions
 5. Attachment E: Reference Forms (submit 3 reference forms)
 6. Attachment F: Responder Forms (if applicable)
 - a. Veterans Preference Form
 - b. Workforce Certification
 - c. Equal Pay Certificate Form

**See the “RFP Attachments” file for the documents necessary for your response.*

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted using a two-tier scoring methodology described below.

5. TIER 1

- 5.1 Phase 1 - Responsiveness and Pass/Fail Requirements. The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

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

- Proposal must be received by the due date and time specified in this RFP.
- Responder must provide a valid Electrical Master or Journey-worker license in its proposal
- Proposal must include an affirmative statement from Responder that Responder will provide a bond in the amount of \$1,000.00 upon contract award

- 5.2 Phase 2 - Evaluate Responses. Only those responses found to have met Phase I criteria will be considered in Phase II.

In Tier 1, Responses will be rated as follows:

The factors and weighting on which responses will be judged are:

- | | |
|--------------------------------------|--------------------------------------------|
| 1. Qualifications | 450 points |
| 2. Approach to Project | 450 points |
| 3. Cost Proposal | <u>100 points</u> |
| | 1000 points |
| 4. Preference Points (if applicable) | 60 points (in addition to 1,000 available) |

Preferences points are described under Solicitation Terms and will be applied to the total score after points have been awarded. Each Responders' total score in Tier 1 will consist of the technical score, cost score, and preference points, if applicable.

- 5.3 Phase 3: Shortlist. Each Responder will be ranked based on each Responder's Tier 1 total score. The State will shortlist the highest scoring Responders by determining the natural break in Responders' scores. Only the highest scoring Responders in Tier 1 will advance to Tier 2.

6. TIER 2

6.1 Phase 1 - Evaluate Responders. All Responders' scores will be re-set to zero prior to beginning Tier 2.

In Tier 2, Responders will be rated as follows:

The factors and weighting on which responses will be judged are:

- | | |
|--------------------------------------|--------------------------------------------|
| 1. Interviews | 500 points |
| 2. Reference Check | 100 points |
| 3. Cost Proposal | <u>400 points</u> |
| | 1000 points |
| 4. Preference Points (if applicable) | 60 points (in addition to 1,000 available) |

Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded. Each Responders' total score in Tier 2 will consist of the technical score, cost score, and preference points, if applicable.

6.2 Phase 2 - Select Finalist(s). The State shall make its selection based on best value, as determined by this evaluation process. Each Responder will be ranked based on each Responder's Tier 2 total score. The State will begin negotiating with the highest scoring Responder in Tier 2. The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder. If the state anticipates multiple awards, the state reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by October 10th, 2020.

SECTION 6 – SOLICITATION TERMS

1. Competition in Responding.

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

2. Addenda to the Solicitation.

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

3. Data Security - Foreign Outsourcing of Work is Prohibited.

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 levels.

4. Joint Ventures.

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

5. Withdrawing Response.

Before the time for responding has ended, a responder may withdraw its response. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the contact person for this solicitation in writing of the desire to withdraw.

After the time for responding has ended, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the contact person for this solicitation within a reasonable time and prior to the State's detrimental reliance on the response.

6. Rights Reserved.

The State reserves the right to:

- reject any and all responses received;
- waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- negotiate with the highest scoring Responder[s];
- terminate negotiations and select the next response providing the best value for the State;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Award by item (including category, location, etc.), by groups of items, or all items, therefore, the Responder is encouraged to offer a response for all items
- Award by location
- Interview key personnel or references; and
- Request a best and final offer from one or more Responders.

7. Evaluation of Responses.

The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

8. Samples and Demonstrations.

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

9. Responses are Nonpublic during Evaluation Process.

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

10. Nondisclosure of Confidential Information.

10.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37. In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense. The State reserves the right to request additional information as part of the evaluation process.

10.2 The State does not consider cost to be trade secret material, as defined by Minn. Stat. § 13.37.

11. Conditions of Offer.

Unless otherwise approved of by the State in writing, the cost proposal and terms offered in its response pertaining to the completion of professional and technical services and general 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.

12. Award.

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation 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 solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

13. Requirements Prior to Contract Execution.

Contract documents, including the insurance requirements stated in the Solicitation, must be submitted to the State prior to contract execution. Failure to comply may result in cancellation of the award.

14. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference.

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

15. 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.