

State of Minnesota
Minnesota State Colleges and Universities (MnSCU)

Questions and Answers for:

Request for Information (RFI)
for
Facilities Professional/Technical Consultants Master Contract

Dated: October 30, 2009

1. Q - Where can I view the current MnSCU's Facilities Professional/Technical Consultants Master Contract List?

A – The current list and procedures can be found at the following link:
www.finance.mnscu.edu/facilities/design-construction/pm_emanual/index.html and then click on line 37 titled “Facilities PT Consultants Master List”.

2. Q - If our firm is on the current MnSCU list, do we need to respond to the RFI?

A – No. This RFI is to permit a consultant/individual to be added to the current MnSCU Facilities Professional/Technical Consultants Master Contract List. The current List became effective July 1, 2007 and contractors on the List do not need to respond to the RFI.

3. Q - Does the company responding to the RFI need to be located specifically in Minnesota or can they have offices in other States and still be allowed to perform these tasks?

A - A company does not need to be located in Minnesota to be included.

4. Q – What are TG/ED status?

A - Both are acronyms that reference Minnesota small business programs.

TG - Targeted group

ED - Economically disadvantaged

Following is a website with a more thorough explanation:

www.mmd.admin.state.mn.us/mn02001.htm

5. Q – Our firm is reviewing the contract and noticed that on the insurance part in the Professional Liability section you are requesting a ‘not to exceed’ deductible of \$50,000. It does not state that on my firm’s certificate of insurance nor does it state that on the example certificate or insurance. Does it need to say that on the ACORD certificate?

A - By contract the consultant is responsible for maintaining coverage as stipulated in the language of the contract.

It is not MnSCU's intent that we perform a legal review of the ACORD form and all the clauses in your insurance coverage documents. Any review we perform is not and should not be construed as waiving any requirements in the contract. Again, it is the consultant’s responsibility to ensure that coverage with their insurance agent(s) meets the terms and conditions of the contract.

6. Q – There does not seem to be a request for specifics on the firm’s qualifications and experience or labor rates. Should that be included in the cover letter? Do you use company websites to gather that information?

A - There is not a proficiency screening involved with inclusion on the List. To be included, firms only have to respond to the RFI by the date and in the manner prescribed, which includes signing the Master Contract.

7. Q – We assume a Certificate of Insurance is not required now with this contract at this submittal, but will be required at the time a consultant is selected for a specific project work. Is this assumption correct?

A – A Certificate of Insurance is required with the submittal of the MnSCU Master Contract. It must be in accordance with the contract.

In addition, a current certificate of insurance shall be provided for a specific project to the requesting MnSCU Authorized Representative.

8. Q – The E&O coverage that our firm currently has is \$1,000,000/\$2,000,000 for annual aggregate. We see that the requirements are \$2,000,000 for each. Is it acceptable for our firm to increase our limits to the required \$2,000,000 upon our firm signing a contract with MnSCU?

A – The contract modifications you requested below for liability can’t be accommodated. A Certificate of Insurance is required with the submittal of the MnSCU Master Contract. It must be in accordance with the contract.

This requirement is in place since we are executing a contract at this time.

9. Q - The heading on Attachment 3 states "FOR RESPONSES IN EXCESS OF \$100,000" and it goes on to state that if our response to the solicitation is in excess of \$100,000 then we need to determine whether we are subject to the MN Human Rights Act. Since there is no particular contract under consideration at this time, how do we know if our response is in excess of \$100,000?

A – Attachment 3 of the contract is required to be executed. Even though there is not a specific value of work fees executed at this time, there is the potential for work fees of \$200,000 associated with the master contracts.

10. Q - Are the secondary services (reference Attachment 5 of the contract) required to be provided from within our firm? Can the requirements of services listed under Categories of Experience, be out-sourced such as hiring a Landscape Engineer or Mechanical Engineer?

A - As noted on Attachment 5, please indicate the services provided directly by your firm. Therefore, even 'secondary' services are to be offerings directly from your firm.

11. Q – In regards to Attachment C (Matrix of Interested Consultants) of the Request for Information, will there be a selection process or criteria for firms on this list regarding MnSCU projects (i.e. when are firms chosen from this list?) Will firms interested in working with MnSCU who are listed on The Matrix of Interested Consultants have different contracting requirements than those on the Master List?

A - Institutions will continue to follow state statutes and approved Minnesota State Colleges and Universities policies and procedures for selection and contracting with consultants. There is no difference in contracting requirements by being on this list.

12. Q - The Facilities Professional/Technical Consultants Master Contract document contains 15 pages according to the page footer; however, the PDF contains 9 of 15 pages. Is the PDF on the web site containing 9 pages the complete document? In addition, how many copies of the signed Master Contract and Attachments are requested for submittal?

A - The contract consists of 15 pages - 9 pages in a PDF and 6 pages as editable document attachments. Also, responders shall submit four complete original signature contracts, including attachments, signed in ink. Please refer to Attachment A of the RFI for additional information.

13. Q – Our firm is currently approved on the MnSCU Master List for Facilities Professional/Technical Consultant Qualifications. We would like to include additional services in our categories for which we are noted on this list. How should we proceed?

A – Provide a revised Attachment 5 – Consultant Qualifications Questionnaire, indicating your Primary and Secondary Service areas. This information will be revised for your firm on the next posting of the Facilities P/T Consultants Master List.

14. Q - Do firms need to be on the list (Master or Matrix) in order to be considered for any MnSCU work?

A – No.

15. Q – Can the following section of the contract be modified with other terms and conditions: "IX LIABILITY. Subject to the provisions of Minnesota Statutes 337.01 and 337.02, and to the extent those provisions are applicable to MnSCU, CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract."

A - The request to incorporate additional terms and conditions to this contract section can not be accommodated.

16. Q – When submitting the certificate of insurance forms, are the additional insured phrases and endorsement forms required? Or is it acceptable for our firm to provide this information when a specific project arises?

A - A Certificate of Insurance that is in accordance with the contract is required with the submission of the MnSCU Master Contract. In addition, for general liability and business automobile liability, the Additional Insured clause and Insurance Services Office (ISO) forms or their equivalent are to be submitted in conjunction with the certificate of insurance.

This requirement is in place since we are executing a contract at this time.