



**REQUEST FOR PROPOSAL # 67237
CONSTRUCTION INSPECTION SERVICES AS
OWNER'S REPRESENTATIVE FOR TRAFTON
SCIENCE CENTER ADDITION**



Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal

Construction Inspection Services as Owner's Representative for Trafton Science Center Addition

Return proposals to: Jean Hardel, Coordinator
Minnesota State University, Mankato
Wiecking Center 358
415 Malin
Mankato, MN 56001

Current Date: 11/22/06

Fax: (507) 389-1092
Email: jean.hardel@mnsu.edu

RFP OPENING DATE: 12/18/06
RFP OPENING TIME: 2:00 P.M.
MSU RFP#: 67237

Name of Vendor Firm: _____

Firm Contact: _____ Phone: _____ Fax: _____

Mailing Address: _____ Web Address (if any): _____

Email: _____

Signature of Authorized Agent: _____ Date: _____

Proposals are being accepted by Minnesota State University, Mankato for construction inspection services as owner's representative for Trafton Science Center Addition.. See specifications in the RFP following.

Minnesota State University, Mankato shall bare none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to campus. All such costs are the responsibility of the proposer.

In accordance with M.S. 471.34S, Subd. 8, certified targeted group bidders may receive a 6% preference, and certified economically disadvantaged bidders (E.D.) may receive a 4% preference in awarding this bid. Bidders interested in becoming certified bidders or verifying their status should call telephone (651) 296-2600 for this information.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "Proposal No. 67237 Construction Inspection Services as Owner's Representative for Trafton Science Center Addition" along with the Company's name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company's agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the University's failure to fulfill its obligations pursuant to this agreement.

**ACCESSIBILITY; COMPLIANCE WITH AMERICANS
WITH DISABILITIES ACT (ADA)**

The Company agrees that in occupying the premises as described herein, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. The University **IS NOT** responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

This document is available in alternative format to individuals with disabilities by calling Jean Hardel at the Office of Facilities Purchasing 507-389-5016 or 800-627-3529 (TTY).

DISCLAIMER

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

MINNESOTA DATA PRACTICES ACT

The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

REQUEST FOR PROPOSAL (RFP) #67237 FOR

CONSTRUCTION INSPECTION SERVICES AS OWNER'S REPRESENTATIVE FOR TRAFTON SCIENCE CENTER ADDITION

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or MINNESOTA STATE UNIVERSITY, MANKATO to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Facilities Purchasing web site, <http://www.mnsu.edu/fpurchas/>. Any questions must be submitted in writing on the Facilities Purchasing web site, the questions are linked to the project representative's e-mail. The answers to questions will be posted on the web site on the day listed in the RFP. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

November 22, 2006

**REQUEST FOR PROPOSAL (RFP)
FOR
CONSTRUCTION INSPECTION SERVICES
AS OWNER’S REPRESENTATIVE FOR TRAFTON SCIENCE CENTER ADDITION**

| Table of Contents | Page |
|--|---------|
| Section I. General Information | |
| Background | 3-4 |
| Nature of RFP | 4 |
| General Selection Criteria | 4 |
| Selection Process | 4 |
| Selection and Implementation Timeline | 4 |
| Contract Term | 5 |
| Parties to the Contract | 5 |
| Contract Termination | 5 |
| Definitions | 5 |
| Applicable Law | 5 |
| Contract Assignment | 5 |
| Entire Agreement | 6 |
| Deviations and Exceptions | 6 |
| Duration of Offer | 6 |
| Authorized Signature | 6 |
| Proposal Rejection and Waiver of Informalities | 6 |
| Section II. Parties to the RFP | 7 |
| Section III. Consultant Requirements Information Contact | 7 |
| Section IV. Response Evaluation | 7-8 |
| Section V. Additional RFP Response and General Contract Requirements | 8 |
| Problem Resolution Process | 8 |
| Affidavit of Non-Collusion | 8 |
| Human Rights Requirements | 8 |
| Insurance Requirements | 8-9 |
| State Audit | 10 |
| Minnesota Government Data Practices Act | 10 |
| Conflict of Interest | 10 |
| Organizational Conflicts of Interest | 10-11 |
| Physical and Data Security | 11 |
| Section VI. RFP Responses | 12 |
| Submission | 12 |
| ATTACHMENTS: | |
| Exhibit A. Affidavit of Non-Collusion | |

Section I. General Information

Background

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 53 campuses located in 46 Minnesota communities. The System serves approximately 240,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (MnSCU) system, is located on a 303 acre campus in Mankato, Minnesota, a community of approximately 42,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

Baccalaureate programs are offered in the liberal arts and sciences, the fine arts, social science, human services, health sciences, nursing, teacher education, business, engineering and technology. Several pre-baccalaureate programs are also offered.

Minnesota State University, Mankato offers 80 graduate programs in such areas as arts and humanities, business, natural sciences, allied health and nursing, education, science, social and behavioral sciences, engineering, and fine arts.

Founded in 1868, Minnesota State University, Mankato, has evolved from its beginnings as a normal school, to become in 1921 Mankato State Teachers College when it was authorized to offer a four-year curriculum. Because of its increasing commitment to providing more than teacher preparation, the name was changed to Mankato State College in 1957. The institution continued to grow in size and its reputation for academic excellence led to university status in 1975. Mankato State University became Minnesota State University, Mankato, in September 1998, giving further prominence to its growth to an institution recognized nationally.

The University is under the control and management of the Minnesota State Colleges and Universities (MnSCU) Board of Trustees, an agency of the State of Minnesota.

Minnesota State University, Mankato, is fully accredited by the following, among others:

- North Central Association of Colleges and Schools
- The American Association of University Women
- National Council for Accreditation of Teacher Education
- Minnesota Board of Nursing
- National League for Nursing
- American Dental Association
- National Association — School of Music
- Board for Engineering Technology, Inc.
- Commission of the Accreditation Board for Engineering and Technology
- American Assembly of Collegiate Schools of Business (AACSB) — International Association for Management Education

Total on-campus "headcount" enrollment for the fall beginning August 30, 2005 was 12,352 undergraduate and 1,462 graduates. Off-campus enrollment for the same period was 331 undergraduate and 188 graduates. The full-time equivalency (FTE) for Fall Semester was 12,938 (undergraduate on-campus). On-line and/or web Enhanced Learning generated 2,225 credit hours, a growing component of our enrollment statistical base. For additional information on the campus those interested are invited to review the University's Web site at:

<http://www.mnsu.edu/>

Nature of RFP

MINNESOTA STATE UNIVERSITY, MANKATO is requesting proposals for: **Construction Inspection Services as Owner's Representative for the addition to Trafton Science Center.** This RFP is undertaken by MINNESOTA STATE UNIVERSITY, MANKATO pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, MINNESOTA STATE UNIVERSITY, MANKATO shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in MINNESOTA STATE UNIVERSITY, MANKATO's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. MINNESOTA STATE UNIVERSITY, MANKATO reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of MINNESOTA STATE UNIVERSITY, MANKATO. This RFP shall not obligate the MINNESOTA STATE UNIVERSITY, MANKATO to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

General Selection Criteria

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

- Proposed fee
- Qualifications and experience of the vendor and its personnel with this type of work
- Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above

Selection Process

The selection process includes Planning and Construction staff. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

| | |
|---|--|
| Monday, November 22, 2006 | Issue RFP |
| Monday, December 11, 2006, 4:00 p.m. | Submit questions in writing on web site http://www.mnsu.edu/fpurchas/ |
| Wednesday December 13, 2006, 4:00 p.m. | Answers to questions posted on web site |
| Monday, December 18, 2006, 2:00 p.m. | Deadline for RFP proposal submissions |
| Tuesday - Wednesday, December 19/20, 2006 | Review RFP proposals |
| Thursday, December 21, 2006 | Vendor notified of award |

Contract Term

MINNESOTA STATE UNIVERSITY, MANKATO desires to enter into a contract with the successful vendor(s) effective January 2, 2007. The length of such contract(s) shall be two years. If MINNESOTA STATE UNIVERSITY, MANKATO and the vendor is unable to negotiate and sign a contract by January 2, 2007, then MINNESOTA STATE UNIVERSITY, MANKATO reserves the right to seek an alternative vendor(s).

Parties to the Contract

Parties to this contract shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of MINNESOTA STATE UNIVERSITY, MANKATO and the successful vendor(s).

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

Definitions

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

MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of MINNESOTA STATE UNIVERSITY, MANKATO.

School: MINNESOTA STATE UNIVERSITY, MANKATO

Office of the Chancellor: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota.

Vendor: The firm selected by MINNESOTA STATE UNIVERSITY, MANKATO as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Director of Planning and Construction, Larry Kohanek.

Entire Agreement

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

Deviations and Exceptions

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between MINNESOTA STATE UNIVERSITY, MANKATO and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or MINNESOTA STATE UNIVERSITY, MANKATO to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. MINNESOTA STATE UNIVERSITY, MANKATO also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

MINNESOTA STATE UNIVERSITY, MANKATO

Section III. Vendors Scope of Work

The vendor is expected to understand the MnSCU's Facilities Design Standard for Quality Assurance and Quality Control. The project schedule is January 2007 thru September 2008

- Scope of service shall include the following:
 1. Field Inspection of Exterior Waterproofing Installation
 2. Field Inspection of Brick Thru-wall Flashing Installation
 3. Field Inspection of Curtainwall and Window Installation
 4. Field Inspection of Interior Waterproofing Application

All services listed above shall also include: review of product submittals, attendance of pre-installation conferences to review the conditions and expectations of Owner and contract specification sections; providing field observation of installations and documenting observations. Vendor is expected to have an understanding of the MnSCU quality assurance and quality control requirements (Section II of the MnSCU Facilities Design Standards) for this type of work and have prior experience with inspections in each area.

Plans and specifications are available for review by contacting Larry Kohanek @ 507/389-1545

Information Contact

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing web site (<http://www.mnsu.edu/fpurchas/>) under submit questions. The questions are linked to the contact person below.

Larry Kohanek
Director of Planning and Construction
111 Wiecking Center
Mankato, MN 56001

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline obtained from and MINNESOTA STATE UNIVERSITY, MANKATO shall not be bound by and responders may not rely on information regarding RFP requirements non-authorized persons. Questions must include the name of the questioner and his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by MINNESOTA STATE UNIVERSITY, MANKATO to evaluate the responses:

1. proposed fee; 50%
2. qualifications of the vendor and its personnel with this type of work; 30%
3. completeness, thoroughness and detail of response as reflected by the proposal's discussion and

coverage of all elements of work listed above; 20%
In some instances, a phone interview will also be part of the evaluation process.

MINNESOTA STATE UNIVERSITY, MANKATO does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline above.

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

Section V. Additional RFP Response and General Contract Requirements

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either MINNESOTA STATE UNIVERSITY, MANKATO or the vendor.

Affidavit of Non-Collusion

All responding vendors are required to complete Exhibit A, the Affidavit of Non-Collusion, and submit it with the response.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Insurance Requirements

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the MINNESOTA STATE UNIVERSITY, MANKATO's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract.

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

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease

per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

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

\$1,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverages must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
MINNESOTA STATE UNIVERSITY, MANKATO

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

\$1,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
MINNESOTA STATE UNIVERSITY, MANKATO

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

\$1,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. MINNESOTA STATE UNIVERSITY, MANKATO reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the consultant. All insurance policies must be available for inspection by MINNESOTA STATE UNIVERSITY, MANKATO and copies of policies must be submitted to MINNESOTA STATE UNIVERSITY, MANKATO's authorized representative upon written request.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU, its schools and the Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of MnSCU.

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an

- 10 -

organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the Office of the Chancellor's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or Office

of the Chancellor may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or Office of the Chancellor 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 MnSCU’s rights.

Physical and Data Security

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, section 270B.02, subdivision 1, and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of MnSCU and MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR.

The vendor shall recognize MnSCU’s sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, MnSCU and MINNESOTA STATE UNIVERSITY, MANKATO from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Monday December 18, 2:00 p.m. CST

Institution: MINNESOTA STATE UNIVERSITY, MANKATO
Name: Jean Hardel
Title: Facilities Purchasing Coordinator
Mailing Address: 415 Malin Street
Wiecking Center, Rm 358
Mankato, Mn 56001

The responder shall submit 3 copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside along with RFP # 67237 Construction Inspection Services for Trafton Science Center Addition. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

