



**REQUEST FOR PROPOSAL**  
**#66510**

**DESIGN, CD DEVELOPMENT, BIDDING AND CONSTRUCTION  
MANAGEMENT FOR EXTERIOR SHELL REPAIRS FOR  
HIGHLAND NORTH**



**Minnesota State University, Mankato**

**Facilities Purchasing Office**

**Request for Proposal**

**Design, CD Development, Bidding and Construction Management for Exterior Shell Repairs  
for Highland North**

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

Current Date: 10/10/06

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

**RFP OPENING DATE:** 11/3/06  
**RFP OPENING TIME:** 3:00 P.M.  
**MSU RFP#:** 66510

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 design, CD Development, Bidding and Construction Management for Exterior Shell Repairs for Highland North. 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. 66510 Design, CD Development, Bidding and Construction Management for Exterior Shell Repairs for Highland North" 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 or 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) # 66510 FOR

### **Design, CD Development, Bidding and Construction Management for Exterior Shell Repairs for Highland North**

**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/OFFICE OF THE CHANCELLOR 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.

**October 10, 2006**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**  
**Design, CD Development, Bidding and Construction Management for Exterior Shell Repairs for Highland North**

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**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](http://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.

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.

Total on-campus “headcount” enrollment for the fall beginning August 30, 2004 was 12,241 undergraduate and 1,408 graduate. Off-campus enrollment for the same period was 202 undergraduate and 272 graduate. The full-time equivalency (FTE) for Fall Semester was 11,469 (undergraduate on-campus). On-line and/or web Enhanced Learning generated 1,713 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 to assist in developing **Design, CD Development, Bidding and Project Administration for Exterior Shell Repairs of Highland North as follows:**

**The scope of this project involves 438 lineal feet of lintel and 3066 S.F. of brick veneer on the east exterior wall to include the following:**

- 1. Remove all brick veneer above damaged lintels on first and second floor.**
- 2. Remove all remains of the through wall flashing and parging.**
- 3. Remove any damaged steel angles and sill plates.**
- 4. Replace any damaged steel with new galvanized members, clean all other steel surfaces to bare metal and coat all cleaned steel with a MnSCU acceptable coating.**
- 5. Install new copper through wall flashing with rope weeps at the bottom of the first course of brick veneer.**
- 6. Optional installation of Dow foam insulation board in the exposed cavities.**
- 7. Install new matching brick veneer on top of the structural steel lintel supports.**
- 8. Tuck point all remaining brick veneer.**

**\$311,000 for A&E and construction costs was provided during the 2006 Legislative session. Anticipated construction start is June 4, 2007.**

. 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:

- **The quality of the proposal overall**
- **The cost of the services**
- **Qualifications of the vendor and its personnel**

### **Selection Process**

The selection process includes **Facilities Management Staff**. This group will evaluate the proposals and make the final decision.

### **Selection and Implementation Timeline**

**Wednesday, Oct 10**  
**Monday, October 23**

**Thursday, October 26, 4:00 p.m. CT**

**Monday, October 30, 4:00 p.m. CT**  
**Friday, Nov 3, 3:00 p.m. CT**  
**Tuesday, Nov 7, 2006**

**Issue RFP**  
**Conduct pre-award vendor conference in Wiecking Center 221 @ 2:00pm.**  
**Submit questions in writing on web site <http://www.mnsu.edu/fpurchas/>**  
**Answers to questions posted on web site**  
**RFP proposal submissions due**  
**Notification of contract award**

### **Contract Term**

MINNESOTA STATE UNIVERSITY, MANKATO desires to enter into a contract with the successful vendor(s) effective **November 27, 2006**. The length of such contract(s) shall be **1 year**. If MINNESOTA STATE UNIVERSITY, MANKATO and the vendor is unable to negotiate and sign a contract by **November 27, 2006**, 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 7<sup>th</sup> 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 **Facilities Construction Coordinator, Marty Rost.**

### **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.



## **Pre-award Vendors Conference**

A pre-award meeting will be held Monday, Oct 23, 2006 @ 2:00pm in Wiecking Center 221. This meeting will review the existing plans and include an on site inspection of the problems to be corrected by this project.

## **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**

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).

## **Section III. Vendor Requirements**

The selected firm and their associated firms must demonstrate experience in doing work for similar problems in similar buildings, with MnSCU construction standards, MnSCU documentation schedules, and MnSCU submittal schedules. Proposals should include all appropriate historical information on the firm so that the Facilities Management Department can do an evaluation and selection.

## **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.

Name: Marty Rost  
Title: Facilities Construction Coordinator  
Address: 111 Wiecking Center, Mankato, MN. 56001

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and MINNESOTA STATE UNIVERSITY, MANKATO shall not be bound by and responders may not rely on information regarding RFP requirements obtained from 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. cost of the services; 60%
2. qualifications of the vendor and its personnel; 20%
3. quality of the proposal overall; 20%

In some instances, an interview will also be part of the evaluation process.

MINNESOTA STATE UNIVERSITY, MANKATO reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. 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 vendor's 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/OFFICE OF THE CHANCELLOR'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/OFFICE OF THE CHANCELLOR

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/OFFICE OF THE CHANCELLOR

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor 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/OFFICE OF THE CHANCELLOR 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 vendor. All insurance policies must be available for inspection by MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR and copies of policies must be submitted to MINNESOTA STATE UNIVERSITY, MANKATO/OFFICE OF THE CHANCELLOR'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 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.

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 3:00 pm **Friday, November 3, 2006.**

Institution: MINNESOTA STATE UNIVERSITY, MANKATO  
Name: Jean Hardel  
Title: Facilities Purchasing  
Mailing Address: 415 Malin St.  
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 # 66510 Design, CD Development, Bidding and Construction Management for Exterior Shell Repairs for Highland North. 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.