



Request for Proposal # 80316

ARCHITECTURAL & ENGINEERING SERVICES
FOR THE CONSTRUCTION OF A RESIDENCE HALL PROJECT

Minnesota State University, Mankato

Facilities Purchasing Office

**Request for Proposal
ARCHITECTURAL & ENGINEERING SERVICES
FOR THE CONSTRUCTION OF A RESIDENCE HALL
PROJECT**

Return proposals to: Jean Hardel, Coordinator

Current Date: 6/22/09

Minnesota State University, Mankato
Wiecking Center 358
415 Malin
Mankato, MN 56001

RFP OPENING DATE: 7/20/09

Fax: (507) 389-1092

RFP OPENING TIME: 2:00 P.M.

Email: jean.hardel@mnsu.edu

MSU RFP#: 80316

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, SD Development, CD Development, bidding and Project Administration Services for the construction of a new Residence hall building.. 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.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked "Proposal No. 80316 & Subject of RFP" 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.



REQUEST FOR PROPOSAL
80316

ARCHITECTURAL & ENGINEERING SERVICES
FOR THE CONSTRUCTION OF A RESIDENCE HALL PROJECT

Issued:

JUNE 22, 2009

Department of Residential Life
Department of Facilities Management – Planning and Construction

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

REQUEST FOR PROPOSAL (RFP) # 80316

Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Services for the Construction of a New Residence Hall on the Campus of Minnesota State University, Mankato.

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 notifying in writing each company that requested a copy of the RFP. 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.

Issued: June 22, 2009

REQUEST FOR PROPOSAL (RFP) #80316
Schematic Design, Design Development, Construction Documents, Bidding and Construction
Administration Services for the New Residence Hall on the campus of Minnesota State University,
Mankato.

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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.

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 Semester beginning August, 2008 was 12,824 undergraduate and 1,796 graduate students. The full-time equivalency (FTE) for Fall Semester was 13,232. On-line and/or web Enhanced Learning generated 1,713 credit hours, a growing component of our enrollment statistical base.

At this time there are four residence communities (Crawford, McElroy, Gage and Julia A. Sears) and one commons building (Carkoski) that house approximately 2,900 students. All but Gage are located on the northwest side of campus. Gage is located on the south side of campus. The new residence hall will be constructed on the north side of campus adjacent to the McElroy Residence Community. It is the intent to take Gage out of service once this new residence hall is completed.

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: Schematic Design, Design Development, Construction Documents, Bidding and Construction Administration Services for the construction of a new residence hall building on the campus of Minnesota State University, Mankato. The new building is planned for about 104,903 GSF with an estimated total project budget \$29,956,000 (escalated to the planned mid point of construction). It is anticipated that the total project construction budget for work to be performed by the contractor as a result of this design will be \$26,082,000 (escalated to the planned mid point of construction).

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:

Selection of the A/E design team will be qualification based with consideration of the following criteria:

- The team's fees as a percent of the construction cost (fee proposals less than 6% are highly encouraged).
- The team's use of innovative design solutions to maximize value to the Owner.
- The team's understanding of the project requirements and its approach to addressing them.
- The quality of experience by team members on comparable projects.
- The strength of the project team, its organization and management structure, and the knowledge and experience of team individuals.
- The team's ability to manage successful projects within the established scope of work, schedule, and budget.
- The team's history of constructible design, successful design schedule development and execution, meeting schedule deadlines, accurate cost estimating and designing within a project budget.
- The team's approach to quality control and methodology for providing complete, accurate and fully coordinated contract documents.
- The team's feasibility analysis of pursuing the proposed Minnesota State University, Mankato project schedule.

Selection Process

The selection process includes Residential Life and Facilities Management staff from MSU, as well as staff from the MSU Academic and Student Affairs and MnSCU Facilities. The RFP Committee will evaluate

the proposals and make the final decision.

Selection and Implementation Timeline

At this time the anticipated timeline is as follows:

Monday, June 22, 2009	Issue RFP
Tuesday, July 7, 2009 - 1 PM	Pre-proposal vendors meeting
Friday, July 10, 2009 – 12 Noon	Submit questions in writing on web site
Monday, July 13, 2009 – 2 PM	answers to questions posted on web site
Monday, July 20, 2009 - 2 PM	Deadline for RFP proposals to be submitted
Monday, August 3 – Wednesday, August 5, 2009	Finalist interviews scheduled
Friday, August 7, 2009	Design firm notified of award
Monday, August 17, 2009	Estimated Notice to Proceed date
July, 2010	Project bids issued
September, 2010	Construction begins
June, 2012	Substantial Completion

Contract Term

MINNESOTA STATE UNIVERSITY, MANKATO desires to enter into a contract with the successful vendor(s) effective in August, 2009. 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 August 21, 2009, 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 Assistant Director for Environment Richard Wheeler.

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-Proposal Meeting

Minnesota State University will hold a pre-proposal vendors meeting on Tuesday, July 7, 2009 at 1 PM. The meeting will be in the Wiecking Center Auditorium. This meeting will review the overall project scope and include an on-site visit of the area that has been designated as the building site. Free parking is available on campus in all green and purple designated parking lots. This is the link to the campus web site with campus maps, including parking:

<http://www.mnsu.edu/parking/maps.html>

It is recommended all potential or interested responders attend this meeting.

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, not withstanding 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. Vendor s Scope of Work

The selected A/E design team shall:

- Provide a comprehensive scope of services for Schematic Design (SD), Design Development (DD) and Construction Documents (CD) with Bidding and Construction Administration (CA).
- Develop project construction phasing and sequence plans to facilitate completion of all proposed improvements.
- Prepare all design documents using computer-aided design and drafting technology in an electronic data exchange file format acceptable to Minnesota State Colleges and Universities.
- Demonstrate experience in the design and construction of institutional university student residences, student support areas, state-of-the-art telecommunications systems and similar spaces that are part of the program requirements.
- Integrate the new facilities of the project with the existing university facilities and provide flexible design to incorporate future university needs. New facilities shall blend with or compliment the existing campus architectural vocabulary.
- Complete all designs, drawings and specifications in accordance with, as a minimum: current Minnesota State Colleges and Universities Design & Construction Standards, available on website: www.facilities.mnscu.edu (variance to the design standards will be considered as part of value engineering to meet the construction budget), all applicable state and local building, life safety, mechanical, electrical and energy codes, sustainable building strategies, MSU Facilities standards and equipment / material preferences, ADA regulations and pre-design program requirements.
- Design building spaces for efficient space utilization and energy efficiency, flexible use and future modifications, high indoor air quality and code-compliant ventilation, high quality mechanical systems and direct digital controls, complete fire suppression systems, and a contemporary, advanced telecommunications environment.

- Provide full architectural/engineering services for the project including architectural, landscape architecture, civil, structural, mechanical, registered fire protection, electrical, telecommunications design, security design, interior design, furniture, fixtures and equipment (FF&E) design, food service design, scheduling development and analysis, third-party cost estimating, and construction administration services, all in accordance with the Minnesota State Colleges and Universities standard A/E contract. Minnesota State Colleges and Universities may retain other specialty consultants to assist in the Project work. A roof design consultant (Inspec, Inc. of Minneapolis, MN) designated by the Minnesota State Colleges and Universities will be assigned to and become an integral part of the consultant's design team from schematic design through the bidding phase. The consultant's fee shall include the fee and reimbursable expenses of the roof design consultant.
- Although not required under MN Law to do a thorough Minnesota B 3 or LEED review for this project, it is the desire of the University to do a B 3 / LEED review and to incorporate B 3 / LEED recommendations from the review into the design where appropriate and fiscally / programmatically feasible.
- Take into consideration the overall campus facility design and appearance, particularly given the location of the proposed building at a main intersection in the core of the campus.

Project Pre-design Report

A pre-design report was prepared by the Ayers Saint Gross (an architectural and planning firm from Baltimore, MD) for the construction of new residence halls (two phases) and the construction of a new dining hall / commons building. This report was completed in June, 2009. The report can be viewed by going to the following internet site: <http://www.mnsu.edu/fpurchas/>

This project we are undertaking is the first phase of the three outlined in this pre-design report.

Project background and detailed description

The project consists of the construction of approximately 302-beds, offices, classrooms, and support areas in 104,920 gross square feet to house student residence units, offices for the First Year Experience Department, several classrooms, support spaces, landscaped exterior areas and related work. Major elements include:

- The residence hall will contain approximately 302 beds in a mix of semi-suite double and single units. Units will have two sleeping rooms with one compartment style bath.
- It is anticipated that there will be 7 residence communities in the new constructed residence hall.
- There will be 1 to 2 staff apartments.
- The residence hall will contain amenities on each floor such as a lounge, kitchenette, laundry, etc. Residential areas will conceptually include four floors of housing, except that there will be 3 floors above the offices and commons area.
- There may be a partial basement that will serve shop and service functions, as well as an evacuation shelter area.
- The building form may present an opportunity for outdoor amenity spaces with a courtyard, recreation space, and green space. Landscaping around the new building and the adjacent spaces are included in this project.
- A commons area to serve as a residence hall reception area, staff offices, visitors rest rooms, classroom/meeting room, vending area, etc..

- Offices, classrooms (2), and support areas for the First Year Experience Department.
- Flexibility is required to move elements in/out of the design of the project as may be determined and clarified as the project design proceeds.

Special Considerations

A/E Design Team Requirements: The A/E design team shall have applicable prior experience in the design and construction administration of similar projects, in a university setting. Experience with university housing environments is essential. The firm shall provide examples of their design experience for current or recent university student housing projects. Specific experience should include:

- Design and construction administration of buildings that integrate well with other university campus buildings while creating an identifiable image for the functions that occupy the facilities.
- Design and construction administration of institutional collegiate residential spaces, support areas, state-of-the-art telecommunications systems, and similar spaces.
- Successful and accurate project cost estimating, value engineering analysis, and total project cost management throughout all phases of design and construction.
- Demonstrated use of life cycle costing during the design process. Life cycle items include, but are not limited to: energy efficiency, indoor air quality, and the maintainability of design, materials, building systems and equipment after occupancy.
- The A/E design team shall have proven successful experience in working with and directing the efforts of a university building advisory committee.

A history of constructible design, successful design schedule development and execution, meeting schedule deadlines, accurate cost estimating and designing within a project budget are critical criteria for selection of the A/E design team. Quality control and complete, accurate and fully coordinated contract documents shall be an important element of the selected design team's services. A change order history of recent past similar projects and how the design team proposes to address this issue should be provided as part of the proposal submittal.

The A/E design team shall provide examples of recently completed projects, including innovative solutions, for review by the selection committee. The design team shall provide a list of clients and involved contractors for similar projects done within the last five years including the names, addresses and phone numbers of contact persons. Also indicate the project dates, total GSF, number of beds, construction cost, and which specific A/E design team individuals worked on the referenced projects. The A/E design team shall also:

- Demonstrate prior experience with major university housing projects involving multiple phases, sequences and locations.
- Include the field verification of all existing conditions, structures, utilities, topographic features and building systems in their scope of services.
- Evaluate existing: mechanical, electrical, utilities and telecommunications systems to determine capabilities and capacities to support the proposed new work.
- Review, confirm and supplement the functional space program requirements from the pre-design report for all affected areas and programs.

Services Provided by Others

The Owner will contract for, or arrange to provide the following services as required:

- Site property surveys.

- Geotechnical soil borings, investigations, recommendations and report.
- Asbestos and hazardous materials surveys, design services and abatement at the existing buildings if required.
- Construction materials and systems testing and inspection services.
- Roofing construction inspection.

Project Budget / Fees

The budgeted construction cost is **\$26,082,000** and the total project available budget is **\$29,956,000**, escalated to the planned mid-point of construction of the work. This budget includes all professional fees and reimbursable expenses, site investigations and surveys, hazardous materials removals design and abatement, building and site construction, project management and fees, construction inspection and testing, furniture, fixtures and equipment, contingencies, and inflation factors.

The maximum design team fees for all phases of the project and as noted in the Required Consultant Services and the Special Considerations paragraphs above will be the agreed upon percentage (proposals of less than 6% are highly encouraged) of the budgeted construction cost plus eligible reimbursable expenses. The funds to complete the project are anticipated from a bond sale by the Minnesota State Colleges and Universities Revenue Fund. Firms are reminded that a fee proposal is required as a part of their proposal submittal.

Project Timeline

Design phase services have been fully funded and will commence immediately upon successful negotiation and execution of the professional services contract with the selected A/E design team.

The University is interested in expediting the completion of this project and has laid out an aggressive project schedule below:

Schematic Design Phase (4 months)	September – December 2009
Design Development Phase (4 months)	January – April, 2010
Construction Documents Phase (3 months)	May– July 2010
Bidding and Award (2 months)	August – September, 2010
Construction (22 months)	September, 2010 – June 2012

All project submittals must include a feasibility analysis of pursuing this schedule and its associated cost implications. Should this schedule not be attainable based on your firm's experience with similarly sized projects, firms should then provide an alternate schedule based upon industry standard construction timelines.

Contract

The Contract for this project shall be between the State of Minnesota, acting through its Board of Trustees, on behalf of Minnesota State University, Mankato and the successful responder known as the "Contractor". The successful responder will be required to meet all the terms, conditions and insurance requirements and to execute the current AIA B141-1997 Owner-Architect Contract Agreement as amended by the Minnesota State Colleges and Universities. . Failure to execute a successful contract in a timely manner will serve as grounds for termination of negotiations. The contract shall be governed and interpreted by the laws of the State of Minnesota.

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 for this particular project. The questions are linked to the contact person listed below.

Richard Wheeler
Assistant Director for Environment
Department of Residential Life
Minnesota State University, Mankato
111 Carkoski Commons
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:

- The team's fees as a percent of the construction cost (fee proposals less than 6% are highly encouraged). **20%**
- The team's use of innovative design solutions to maximize value to the Owner. **20%**
- The quality of experience by team members on comparable projects. **20%**
- The strength of the project team, its organization and management structure, and the knowledge and experience of team individuals. **10%**
- The team's ability to manage successful projects within the established scope of work, schedule, and budget. **10%**
- The team's history of constructible design, successful design schedule development and execution, meeting schedule deadlines, accurate cost estimating and designing within a project budget. **10%**
- The team's approach to quality control and methodology for providing complete, accurate and fully coordinated contract documents. **5%**
- The team's feasibility analysis of pursuing the proposed Minnesota State University, Mankato project schedule. **5%**

An interview may also be part of the evaluation process.

All responses will be evaluated by an RFP Evaluation Committee composed of Residential Life and Facilities Management staff.

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 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 §363A.36. 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:

\$2,000,000.00 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:

\$2,000,000.00 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 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:

\$2,000,000.00 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 vendor. 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 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 2:00 PM CDT on Monday, July 20, 2009:

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 one (1) original and eleven (11) copies of its RFP response and a compact disc with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. 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. The response must include the completed and signed offering form.

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.

All responses must have the following content:

PROPOSAL REQUIREMENTS

PROPOSAL REQUIREMENTS

- a. 1 original and 11 copies
- b. 8 ½ X 11, soft bound, portrait format
- c. Maximum 30 faces (excluding front and back covers, blank dividers, affidavit of non-collusion, and affirmative action data page)
- d. All pages numbered

PROPOSAL CONTENTS

The proposal shall include the following information:

- 1 COVER**
 - a. Project name
 - b. Prime firm name, address, telephone number, fax number
 - c. Contact person, telephone number, fax number, and email address
- 2 COVER LETTER:** Single face letter with original signature in ink of principal of prime firm, including:
 - a. Brief overview of proposal
 - b. Statement that proposal contents are accurate to the best knowledge of signatory
- 3 INFORMATION ON FIRMS:** For prime firm and each consultant firm provide brief description including:
 - a. Name and location
 - b. Year established
 - c. Legal status
 - d. Ownership
 - e. Staffing by discipline
 - f. For firms with multiple offices briefly summarize for the assigned office
- 4 PROJECT DESIGN TEAM**
 - a. Brief statement of team's past or present working relationships
 - b. For each team member provide:
 - Name and position in firm, include name of firm
 - Home base (if in multi-office firm)
 - Responsibility on this project
 - Years of experience
 - Relevant recent experience (if in another firm, so note)
 - Registration (including specialty if engineer)
- 5 DESIGN TEAM ORGANIZATION:** If planning or design consultants are a part of the design team, explain how they will be utilized (e.g. major role during design, absent during construction, etc). Matrix or chart may be used.

6 PROJECT EXPERIENCE

- a. For architectural, planning, and/or landscape architecture firms, provide examples of relevant projects recently completed or in progress including:
 - Photographs, sketches and/or plans
 - Name and location
 - Brief description (e.g. size, cost, relevance)
 - Firm of record
 - Involvement of proposed project team members (*may* be separate matrix; if in another firm so note)
 - Completion date or current status
- b. For engineering or technical firms provide examples of relevant projects recently completed or in progress including the above except that photographs, sketches and/or plans are to be for only that portion of the work for which firm was responsible.

7 APPROACH/METHODOLOGY: Describe your understanding of the project, significant issues to be addressed and your specific approach to the planning, design, construction process and proposed Minnesota State University, Mankato construction schedule for this project.

8 UNIQUE QUALIFICATIONS: Briefly summarize your team's unique qualifications for this project.

9 OTHER REQUIREMENTS

- a. A statement of commitment to enter into the work promptly, if selected, by engaging the consultants and assigning the persons named in the proposal along with adequate staff to meet requirements of the work.
- b. A statement indicating that listed consultants have been contacted and have agreed to be a part of the design team.
- c. A completed Request for Proposal Offering Form. (Not counted as part of the 30 faces)
- d. A completed Affirmative Action Data Page regarding compliance with Minnesota Human Rights Requirements. A copy of the form is available on web site: <http://www.dsbc.admin.state.mn.us>, click on forms. (Not counted as part of the 30 faces)
- e. A completed Affidavit of Non-collusion. (Not counted as part of the 30 faces)
- f. If appropriate, provide a list of entities that create a conflict of interest. (see 5.4) (Not counted as part of the 30 faces)
- g. The completed and signed cover document included with the RFP. (Not counted as part of the 30 faces)
- h. A feasibility analysis of pursuing the Minnesota State University, Mankato schedule outlined in this RFP and its associated cost implications. Should the analysis indicate the proposed schedule is not attainable or cost-effective, an alternate schedule based upon industry standard construction timelines should be provided.

Exhibit A. Affidavit of Non-Collusion

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B. Human Rights Certification Information and Affirmative Action Data Page

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that MnSCU will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

Then you must complete these boxes...	Box A	Box B	Box C	Box D
On any single working day within the previous 12 months, the company...				
employed more than 40 full-time employees in Minnesota.	•			•
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.		•		•
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.			•	•

BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if the company has employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. Include a copy of your certificate with your response. **Proceed to BOX D.**
- ☐ We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- ☐ We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

Note: A Certificate of Compliance must be issued by the Minnesota Department of Human Rights.

Affirmative action plans approved by the federal government, a county or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled,

the company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- ☐ We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- ☐ We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For a company not described in BOX A or BOX B,

The company is not subject to the Minnesota Human Rights Act certification requirement.

☐ We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D – For all companies

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5th Street, Suite 700

St. Paul, MN 55101

Website: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

Metro: 651.296.5663

Toll Free: 800.657.3704

Fax: 651.296.9042

TTY: 651.296.1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS**

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

MnSCU is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract execution.

It is hereby agreed between the parties that MnSCU will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) years.

DISABLED INDIVIDUAL CLAUSE

A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the vendor certifies that the information provided is accurate.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

MINNESOTA STATE UNIVERSITY, MANKATO

REQUEST FOR PROPOSAL

**Schematic Design, Design Development, Construction Documents, Bidding
and Construction Administration Services for the Construction of a New
Residence Hall on the Campus of Minnesota State University, Mankato.**

PROPOSAL OFFERING FORM

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and offer and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Fax: _____

E-mail: _____

Federal Tax ID _____

State Tax ID _____

Main Contact Representative:

Name: _____

Signature: _____

Title: _____

E-mail: _____

Date: _____