

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

Mesabi Range College  
Virginia Campus  
Virginia, MN

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
Food Service  
Dated May 01, 2017

**SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State ) system, its Board of Trustees Mesabi Range College 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. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) via e-mail notification to all prospective vendors who have received this RFP.**

## **Section I. General Information**

### **Background**

Minnesota State Colleges and Universities is the fifth-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.Minnesota State .edu](http://www.Minnesota State .edu).

Founded in 1918, Mesabi Range College is a comprehensive community College offering over 20 degree options including liberal education courses (A.A.) that lead to transfer to four-year Colleges and career-related degrees (A.S., A.A.S.) in leading occupational areas such as nursing, industrial mechanic technology, welding, human services, business, emergency health care, and others. The Virginia Campus also housing Iron Range Engineering. The four year program is offered through a collaborative effort between Itasca Community College, Minnesota State-Mankato, Mesabi Range College and the IRRRB. The 37-acre campus includes three (3) residential life apartment units, with a occupancy rate of 92-100%. Each apartment unit houses between 28-35 students. The Virginia campus is located just off Highway 53 at 1001 Chestnut Street West. In 2017 the Minnesota State Colleges and Universities Human Resources-Transactional Service, which is a regional support unit will be newly housed on the Virginia Campus with the expectation of employing 20 to 25 full time employees by mid-year in 2017. The on-campus staff and faculty number 80 individuals. The student population is estimated at 350 individuals. The College is interested in exploring the expansion of food services to include on-campus residential meal programs.

### **Nature of RFP**

Mesabi Range College (herein after referred to as the College) is requesting proposals for food services that provide for the needs of students and staff for wholesome food at moderate prices. The food services should be inviting, responsive to the students and staff needs, and serve as a positive force in attracting and retaining students and community support.

Consideration of proposals will only be made if responder(s) are inclusive of onsite food services and catering of a comprehensive food service operation. Additionally, the contract shall not be subcontracted or assigned without prior written permission of The College.

### **General Selection Criteria**

General criteria upon which proposals will be evaluated include, but are not limited to, the outlines in Response Evaluation Criteria found in Sections IV, V, XIV, and XVII.

## Selection Process

The selection process includes representatives from the College as a team who will evaluate the proposals and make a recommendation to the Provost.

## Selection and Implementation Timeline

|  |                                       |
|--|---------------------------------------|
| May 03, 2017                           | Publish RFP notice on MMB Web Page    |
| May 10, 2017 @ 8:30 AM Virginia Campus | Conduct vendor conference for Q &A    |
| May 22, 2017                           | Deadline for RFP proposal submissions |
| May 24, 2017 @ 9:00AM Virginia Campus  | Bid Opening/Review RFP                |
| May 31, 2017                           | Award Contract                        |
| Monday August 21, 2017                 | Contract Term begins                  |

## Contract Term

- A. Duration: The College desires to enter into a contract with the successful vendor(s) effective on August 21, 2017. The length of such contract(s) shall be for one year. If the College and the vendor are unable to negotiate and sign a contract by June 15, 2017, then the Colleges reserve the right to seek an alternative vendor(s).
- B. Contract Coverage: Proposals will be accepted for consideration only if they are inclusive of onsite food services and catering of a comprehensive food service operation. Additionally, this contract and any part thereof shall not be subcontracted or assigned without prior written permission of the College.
- C. Contract Cancellation: This contract may be canceled by the College or the contractor at any time, with or without cause, upon sixty (60) days written notice to the other party.

## 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 the Colleges” and the successful vendor(s).

## Definitions

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

Minnesota State : State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the Colleges.

School: The Colleges

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 the Colleges 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 from the Colleges.

### **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 Vendor's Conference**

Mesabi Range College will hold a pre-award vendor conference for interested vendors to answer questions on Monday, July 18, 2016 from 1:00-3:00 p.m. CST in Student Services on Virginia Campus. All information from this conference will be documented and the questions and answers will be sent to all the interested vendors who have contacted us. The RFP will be reviewed and an opportunity to tour the food service locations will follow the discussion.

### **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 ) system, its Board of trustees or the Colleges 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. The College 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, considering all identified criteria.
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**

Mesabi Range College

## **Section III. Food Service – General Conditions of Operation**

- A. Onsite food service hours may vary during the academic year between the Colleges.
- B. The onsite food services will operate with the official school calendar and will be open every day the College has classes and/or exams. The vendor will supply minimum services on non-academic days as requested by each institution.
- C. The Colleges are requesting a breakfast and lunch menu be available each day the onsite food service line is open.
- D. The food service line will include, but not limited to:
  1. A variety of hot grilled and non-grilled luncheon selections
  2. Low-fat and healthy food choices
  3. Deli-sandwiches (take-out)
- E. Food presentation should be aesthetically pleasing, and "extras" such as cookies, fruit, condiments, eating and serving utensils, etc. should be conveniently located to be conducive to traffic flow and accessible to wheelchairs.
- F. Monthly and or weekly menus should be published and/or posted.
- G. Food and beverage catering service for select College and outside group-sponsored functions such as banquets, receptions, conferences and/or other special events will be provided by the food service contractor upon request of the services required and advised on effective program arrangements. Pricing should be competitive with catering services offered in the area. The College shall provide purchase order number(s) to the contractor. The College shall be billed directly for, and shall be responsible for, the collection of amounts due from the College-sponsored functions. Please provide a cost structure separately for exclusive and non-exclusive catering services and non-catering services.

H. The vendor will collaborate with the College on using the College's meal plan system to serve breakfast and lunch through the College's meal plan system.

#### **Section IV. Vendor Background Information**

The following information from the vendor shall be included in the proposal:

1. Name and address of the operation company and the primary activity (type of business) in which your firm is engaged and what secondary activities, if any/is it engaged.
2. The duration and extent of experience in the operation of onsite food service, catering, and satellite food services. Explain in detail.
3. Provide a list of similar operation and locations where you are or have operated onsite food service, catering, and satellite food services. List the length of time, name, address, average gross sales per month, and the phone number or e-mail address of the contact person at each operation.
4. Has your firm terminated, or had any contracts terminated with, a company, or installation during the past 24 months? If so, identify the name, address, contact individual, and telephone number of that company or installation.

Responders should describe the history of the company and the history of its specific involvement with food service.

Responders 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 is contemplated in this **RFP**. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

#### **Section V. Management Plan of Organization, Performance and References**

The following information is required:

1. Organizational Structure
  - a. Provide an organizational chart covering your proposed organization. Include functional statements of primary organizational elements and proposed staffing by job title, job classification categories, number of employees.
  - b. Delineate the authority the senior on-site manager will have for the management of this contract. Specify the matters that the manager will be required to refer to the "home office" for decision. Who will assume the authorities of the senior on-site manager during their absence and what, if any, will be the restrictions on such authorities?
  - c. How does your proposed on-site organization relate to the company organization?
  - d. Will the senior on-site manager be required to engage in other company activities? If so, what type and to what extent?
2. Performance Plan
  - a. How do you plan to staff promptly with qualified people?

- b. Provide details regarding the systems to be used to produce, deliver, and serve required meals for both onsite food and catering services.
  - c. What procedures will be utilized to maintain a high quality food service and freshness of the food served?
  - d. Describe the customer service training provided to the on-site staff.
  - e. Describe the method of monitoring customer satisfaction and reporting the results to the College.
  - f. Describe how you would display your food in our cafeteria.
  - g. Provide ideas to improve food presentations at the College.
3. References ( optional)
- a. Require three current references for food/catering services.

## **Section VI. Contractual Obligations**

### **Equipment**

The College has provided adequate equipment for the onsite food service line and kitchen preparation areas. Replacement of existing College-owned equipment shall be the responsibility of the College. The purchase of additional pieces of preparation or service equipment shall be done only on a written and signed contract with the College.

Specifically, the contractor will be required to adhere to the following stipulations:

- a. All equipment must be neat in appearance and in excellent operating condition. Furthermore, uniformity of height, width, exterior surfaces, etc., shall be required whenever practical.
- b. The College and contractor will inventory the dishware, silverware, serving utensils, pans, etc., and establish a maintenance level that the operator will maintain.
- c. The College will allow the contractor to use, with no charge, all of the College-owned cafeteria equipment and supplies that are already in place. The contractor agrees to maintain in good condition, satisfactory to the College, the College-owned equipment and facilities.
- d. The contractor will secure the approval of the local health department in addition to other governmental agencies having applicable jurisdiction. In addition, the contractor will possess all Federal, State, and local licenses required for said operation.
- e. The College shall be responsible for the maintenance and repair of College-owned food service equipment. The College shall have the final decision regarding the replacement of College-owned pieces of equipment. The College retains ownership of equipment and has the authority to allow other entities (i.e. student clubs) to use said equipment when it does not interrupt contractor's normal operations.

## **Section VII. Excused Performance**

- a. If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the state are interrupted or stopped, performance of this contract, with the exception of monies already

due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence.

- b. The contractor assumes all risk of loss due to temporary suspensions of operation regardless of cause in all or any locations. Such suspensions may be due to, but not limited to the following: failure of equipment, power, weather conditions, strikes, wars, acts of God, or College decisions to temporarily suspend operations when it is deemed to be in the best interest of the College to do so. This includes the closing of a building or reduction in building population while remodeling or other work affecting a building is in process. The College assumes no risk as a result of any such interruption in operation.

### **Section VIII. Insurance Requirements**

- A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Colleges 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 insured's.
- 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

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)

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

5. The Colleges reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements.

#### **Section IX. Personnel Matters**

- b. The contractor shall be an Equal Opportunity Employer and maintain on duty a site manager, plus an adequate staff to meet the needs of all food service operations. The manager shall be to the satisfaction of both parties.
- c. All persons provided under this contract by the contractor shall be employees of the contractor and not of the College. The contractor agrees to pay all taxes and contributions required by law for Social Security, Worker's Compensation, unemployment and any other act relating to its employees. Personnel relations of employees on the contractor's payroll are the contractor's responsibility. The contractor shall comply with all applicable governmental regulations related to the employment, compensation, and payment of personnel. All employees shall be bondable and shall be uniformed in a manner mutually agreed upon.

#### **Section X. Accountability**

- a. The contractor agrees to collect the proceeds of all sales and services, provide monthly sales and cash count reports, and render, when requested, daily sales register tapes and daily cash counts report to the College. The monthly report should include a daily summary including sales and customer count.
- b. The state reserves the right to inspect the contractor's records and conduct an audit of the records dealing with the contractor's business at the College.

#### **Section XI. Sanitation and Maintenance**

- a. The contractor has the responsibility for keeping the dining area tables clean and cleared during the hours that the onsite food service is open. The contractor will also have the responsibility for keeping the floor area clean and cleared during the hours that the onsite food services line is open. The floor area is defined as the area in which food is prepared, served, dispensed, and or purchased.
- b. The contractor will also be responsible for collection and properly disposing of refuse from the food preparation and dining area.
- c. The cleaning of the preparation, kitchen, serving, and payment areas will be the responsibility of the contractor.
- d. The College will be responsible for cleaning the dining room floor and tables during the times the onsite food service is not open.
- e. The maintenance of the dining room furniture will be the responsibility of the College.

- f. Include any company-developed sanitation manuals, training, or other information that indicates concerns regarding the following of recognized sanitation principles. If no materials have been developed, provide information that indicates concern regarding sanitation, training procedures to be utilized, and supervision techniques to ensure that sanitary food-handling practices will be utilized.
- g. The contractor shall set up catered events within the hour prior to the scheduled function.
- h. The contractor shall clean up catered events within one hour after the scheduled function.
- i. The contractor shall furnish copies of the Material Safety Data Sheets to the College's physical plant director.

## **Section XII. Supplies**

The contractor shall furnish all food, supplies, paper supplies and products, that are necessary for the efficient and effective operation of areas mentioned in this contract.

## **Section XIII. Standards of Quality**

All food should be of a quality comparable to other restaurants in the community and must meet government regulations.

The following are the standards of quality that must be observed:

- Government Grade "A" - Fancy Canned Goods
- Government Grade "A" - Frozen Vegetables and Fruit
- Government Grade "A" - Eggs and Poultry
- Government Grade "A" - Dairy Products

Fish and seafood may only be used if they are purchased from government inspected suppliers.

## **Section XIV. Menus, Prices, and Commissions**

- a. The contractor must be alert and accommodating to changing diet patterns and culinary trends. As a result, the contractor will be expected to initiate ideas for varied methods of food service and menu preparations and by mutual agreement implement these variations within the conditions of this contract.
- b. Proposals will include a proposed.
- c. Under no circumstances shall price changes be put into effect without having first obtained written consent of the College. A price change in this context also includes a reduction in the size of any item/serving while charging the original price. After the initial contract year, the parties, upon mutual written contract, may negotiate the specific terms and conditions of this contract where circumstances beyond the control of either party required said adjustments.
- d. The contractor will prepare a monthly menu or weekly (attach an example) to be available for the students and staff of the College. The contractor will post the

menu in "key" areas around the College campus to advertise the weekly menu selections. The contractor will set up a display board near the food area to advertise the daily and weekly food selections.

#### **Section XV. Environmental Issues**

- a. The contractor will provide information as to how it will comply with "environmentally friendly" operational expectations of the contract.
- b. The contractor is expressly forbidden to use any products that may result in the release of Chlorofluorocarbons (CFC's) into the atmosphere. Styrofoam cups, plates, etc. are strictly forbidden under any circumstances.

#### **Section XVI. Information Contact**

Mesabi Range College

Name: David Dailey  
Title: Dean of Student Affairs/Director of Facilities  
Address: 1001 Chestnut Street W.  
Telephone: 218-749-7772  
Fax: 218-748-0318  
E-mail address: d.dailey@mesabirange.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the Colleges, 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 XVII. Response Evaluation**

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

The Colleges reserves the right to name a date at which responding vendors will be invited to present demonstrations or participate in an interview.

#### **Section XVIII. 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 The Colleges 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.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **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 Minnesota State 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 Minnesota State, 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, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State'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 Minnesota State .

### **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 Minnesota State '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 Minnesota State and the Colleges.

The vendor shall recognize Minnesota State '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, Minnesota State and the Colleges 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 V. RFP Responses**

### **Submission**

Sealed proposals must be received at the following address no later than Monday, May 22, 12:00 p.m. CST.:

|                  |  |
|------------------|--|
| Institution:     | Mesabi Range College                           |
| Name:            | David Dailey                                   |
| Title:           | Dean of Student Affairs/Director of Facilities |
| Mailing Address: | 1001 Chestnut Street West, Virginia, MN 55792  |

The responder shall submit Two (2) 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.

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

Fax and e-mail responses will not be considered.