

VENDORS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE PROPOSAL SPECIFICATION. IF A VENDOR MATERIALLY DEVIATES FROM A PROPOSAL SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to the proposal specification which:

1. Gives the vendor taking the exception a competitive advantage over other vendors, or
2. Gives the State something significantly different from that which the State requested.

26. **EFFECTIVE DATE:** Pursuant to Minnesota law, the contract arising from this proposal shall be effective upon the date of final execution by all authorized representatives of the State.
27. **OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives or other documents prepared by CONTRACTOR in the performance of its obligations under this contract shall be the exclusive property of the State and all such material shall be remitted to the State by Contractor upon completion, termination or cancellation of this contract. Contractor shall not use, willingly allow or cause to have such material used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the State.
28. **INQUIRIES:** Telephone inquiries or unsolicited visitation by vendors or their representatives will not be responded to. Questions from prospective vendors regarding this RFP shall be submitted in writing or fax.
29. **OWNERSHIP OF COPYRIGHT:** All right, title, and interest in all copyrightable material which Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Contract, will be the property of the State and are by this Contract assigned to the State along with ownership of any and all copyrights in the copyrightable material Contractor also agrees, upon the request of the State to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by Contractor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.
30. **RISK OF LOSS OR DAMAGE:** The State shall be relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the State, unless and until such time as unencumbered title for the equipment is vested in the State and the equipment is in exclusive possession of the State.
31. **GOVERNING LAW:** This agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota, judicial venue to be in Ramsey County, Minnesota, except to the extent that the provisions of this Agreement are clearly inconsistent therewith, this agreement shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC except when to so deem such services as "goods" is unreasonable.
32. **ACCEPTANCE OF PROPOSAL CONTENT:** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final contract. The vendor's proposal must include in the transmittal letter, a statement of acceptance of all terms and conditions, unless otherwise taken exception to, as stated within this RFP. Any proposal which fails to comply with this requirement may be disqualified as non-responsive. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.