MINNESOTA STATE

Lake Superior College

REQUEST FOR PROPOSAL (RFP)
FOR

Campus Food Service
December 2019

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State (Minnesota State) system, its Board of Trustees or Lake Superior 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) on the Lake Superior College’s web site, www.LSC.edu/rfp.

For this RFP, posting on the captioned web site above constitutes written notification to each vendor.
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Lake Superior College (LSC) is a community and technical college located in Duluth Minnesota. LSC serves approximately 2,650 students for fall semester 2019. Another 130 students attend our manufacturing and welding center in downtown Duluth. The college plans to moves these students back to the main campus in 2024. Most classes are held between 8:00 am and 3:00 pm with smaller number of classes after 3:00.

More than 50% of our students come from Duluth and neighboring Superior, Wisconsin. A private developer is constructing housing across the parking lot from the main campus. The units are expected to have 300 beds. Construction will begin in spring 2020 and the units will open in August 2020. The location of the new housing is highlighted on the map below.

Lake Superior College is a member of Minnesota State. The Minnesota State (Minnesota State) system is one of two systems of public higher education in the state of Minnesota (the other is the University of Minnesota). With its 31 institutions, including 24 two-year colleges and seven state universities, the Minnesota State system is the largest single provider of higher education in the state of Minnesota. Fifty eight percent of the state's undergraduate students attend a Minnesota State College or University. It is the fifth largest system of higher education in the country. The system has 54 campuses conveniently located in 47 Minnesota communities,
serving more than 430,000 students, with 120,000 students taking non-credit courses and customized training programs designed for businesses. Overall, the system produces 41,700 graduates each year, of whom 81% get jobs in related fields and 80% stay in Minnesota, contributing to the state's economy.

For more information about Minnesota State, please view its website at www.MinnesotaState.edu.

### Nature of RFP

Lake Superior College is requesting proposals for food services that provide for the needs of students and staff for wholesome food and refreshments at moderate prices. LSC would also like to open a coffee shop in a new location on campus. The food and beverages should be inviting, responsive to the students and staff, and serve as a positive force in attracting and retaining students and community support.

This RFP provides an outstanding opportunity for the vendor to showcase its ability and creativity to help in the design and implementation of a new food service solution for the growing needs and requests of today’s students. Some of these requests include:

- Healthy food choices (including whole, non-processed, and meatless choices)
- More value priced items (meal plans, daily/weekly specials)
- Coffee Shop with grab and go items
- Expanded times for food operations (including consideration of student housing)
- Shake Shop (nutritional shakes made fresh to order)
- Use of fresh local food when available (LSC Farms vegetables/other local)

Food presentation should be aesthetically pleasing, and “extras” such as cookies, fruit, condiments, eating and serving utensils, etc. should be conveniently located to traffic flow and accessible to wheelchairs.

The proposed coffee bar would go in room L120 which is highlighted on the map below. This room is off the corridor next to the main entrance. Room L110 is the medical clinic operated by St. Luke’s which serves both students and people from the public. LSC plans to remodel the library (L170) and move the entrance to the location now labeled L130. This remodeling is planned for the summer of 2020.
LSC currently uses its own staff to prepare and sell food. The map below shows the location of the current food service. Food is prepared in Room T210. The small rooms to the left are storage. Room M270 has a preparation table and hosts the retail operation. A coffee machine that brews regular and specialty coffee also resides in M270.

Local Food Procurement, Promotion and Collaboration

Lake Superior College is committed to sustainability in all its practices as a means to improve the “triple bottom line”. Our commitment also encompasses the purchasing, serving, and promoting of local food on campus when possible as a way of increasing our regional economic impact, reduce our environmental impact, and promote the quality of our campus foodservices. The college’s definition of local food adheres to the definitions outlined by the Superior Grown (https://www.sfa-mn.org/lake-superior/farm-directory/) label, which means procuring foods from the 16 county area of northeast Minnesota and northwest Wisconsin. Through our Sustainability Council and other academic, student government, and allied programs, we will actively promote and publicize these local food products and meal options with and beyond campus. We look forward to working with the vendor to feature when possible seasonal menus, specials, signage and/or outreach events. In addition, LSC is interested in collaborating with the food vendor on possible academic programming, including but not limited to the sale and use of produce grown at our campus farm.

The current staff stock a salad bar which is the most popular item with students. They also make soup and sandwiches. Hot food is purchased already made and warmed in an oven. Grills, ovens, and a hood were removed from the prep area several years ago. See Exhibit A for a list of the equipment that is currently in place. The college will allow the vendor use of all the college-owned cafeteria equipment and supplies that are already in place.

Required hours for the food service during the academic year will be at a minimum of 7:00 am to 2:00 pm Monday through Friday. Expanded hours are desirable but negotiable. The food service will operate with the official College academic calendar during fall and spring semesters and will be open every day the College has classes and/or exams. Building hours are 6:30 am – 10 pm (9 pm on Fridays) during the academic year. The summer hours are 6:30 am – 9:00 pm, and 7:00 am – 6:00 pm during breaks. Currently there is no food available other than vending during the summer, however; vendor has option to provide food for sale during summer months.

LSC has a small number of events on campus. The current food service operation does not have the capacity to provide catering services other than sandwiches and baked goods. Catering is not a requirement of the RFP but the vendor is free to propose catering as an option.

Minnesota State Statute 248.07 allows the Services of the Blind to operate all vending machines at the college. They currently operate 29 machines located in various locations throughout the college.

The vendor shall furnish all food, supplies, paper supplies and products, that are necessary for the efficient and effective operation of areas mentioned in this contract. The vendor will also be responsible for cleaning of the preparation, kitchen, serving, and payment areas, and will supply their own cleaning supplies, institutional grade dishwasher soaps/supplies, and garbage bags for use in the kitchens and cafeteria areas. LSC strongly encourages vendors to comply with internal policies related to sustainable purchasing and efficient use of water, energy, and other resources. Information related to these policies and procedures can be found at https://www.lsc.edu/policies.
The vendor will also be responsible for collection and proper disposal of refuse from the food preparation and dining area. The refuse will be disposed at a minimum of one (1) time each day, or when waste containers are full. The vendor will move refuse to the appropriate disposal areas. Vendor is required to comply with the State of Minnesota Waste Management Act (https://www.pca.state.mn.us/waste/waste-management-act-and-related-laws) as well as Western Lake Superior Sanitary Districts’ Solid Waste and fats, oils, and grease ordinances (https://wlssd.com/about-us/wastewater-solid-waste-authority/) which dictate proper separation and disposal of organic waste, recycling, and trash. All waste hauler contracts are managed by LSC. To the extent possible, vendor will make purchasing and operations decisions to minimize waste.

The vendor will accept debit and credit cards, and cash. The vendor will establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. The vendor can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml.

The vendor will obtain its own internet services which will not be connected to Minnesota State’s network. None of the hardware used by the vendor will be connected to Minnesota State’s internet, intranet, or servers. The vendor will be responsible for all costs associated with its communications, including any costs related to with maintenance, equipment, and service charges.

The vendor will be charged for parking at the same rate as College employees.

The college will provide the vendor with reasonable and required utility services for the efficient performance of the Agreement.

Lake Superior College values sustainability in all its operations. The college expects that the vendor will operate in sustainable manner that is economically feasible.

**Proposal Requirements**

The proposal must address the following:

A. Provide menu ideas for the college operation with prices and portions. Proposed prices must be accurate and allow for any inflation. Proposed prices will be in effect for the first full year of the contract.

B. Provide an operating plan to staff and manage the College food operations to include identification of the on-site manager and a listing of any other staff by job title that will be on campus; to include resumes of managers. Also, include description of vendors employee training program that will impact the staff assigned to LSC. Will the manager be responsible for other foodservice operations in this geographic area at the same time?

C. Provide a list of similar operations and locations where you are or have operated food services for the last five years. List the length of time, name, address, average gross sales per month, and the phone number of the contact person at each operation. Clearly demonstrate your organization’s capacity to handle the requirements of this contract in addition to your current workload.
D. Provide a financial plan that includes a flat annual fee, or facility lease, or percentage of gross sales commission that the vendor will propose to pay the college for the duration of the contract. Provide any facility remodeling and equipment needs and the proposed responsibility for funding these costs.

E. State whether catering services are included in the proposal. If proposed, provide an example of a catering menu with prices.

F. Describe how you would assure good customer service. Would you use customer comment cards or other means of getting customer feedback?

G. Provide a complete balance sheet and income statement for your last fiscal year of operation. Certification of this report by a CPA may be required. A bank line of credit may be submitted as a substitution.

H. State whether your company has filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes within the last three (3) years.

I. State whether your company is now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?

J. Provide a description of your internal control program covering: inventory control; method of recording, checking, and reporting sales; internal control of cash handling; sample of monthly reports to be submitted to the college.

K. Provide an outline of your daily housekeeping and sanitation program, including recycling efforts and your plan of implementation.

L. Describe the efforts the vendor would make to operate in a sustainable manner.

**Response Evaluation**

The following criteria and their identified weight will be used by the college to evaluate the responses:

A. Proposed Menu, Prices, and Portions (30%)

B. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company) (20%);

C. Proposed operating plan (20%)

D. Proposed financial considerations (10%)

E. Commitment to Sustainability (10%)
F. Completeness, thoroughness, and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed above (10%)

An interview may also become part of the evaluation process.

Once a vendor of choice is selected, contract negotiations will begin. If the first vendor of choice and the College are unable to reach mutually agreeable terms and conditions the College reserves the right to begin negotiations with the next in line vendor of choice.

### Terms of the Contract

A. Parties

The contract shall be between Lake Superior College and the successful bidder, The terms and conditions will be mutually agreed upon during the contract negotiation process.

B. Contract Duration

The vendor will begin operations no later than August 26, 2020. The contract will run three (3) years, with an optional two (2) year extension.

### Submittal Instructions

This document, including addenda, constitutes a formal Request for Proposal (RFP) and is a competitive procurement. Therefore, the responder shall carefully follow the instructions herein in order to be considered fully responsive to the RFP.

A. Timeline

<table>
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<tr>
<th>Date</th>
<th>Event</th>
</tr>
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<tbody>
<tr>
<td>Sunday, December 8, 2019</td>
<td>Publish RFP notice in the Duluth News Tribune</td>
</tr>
<tr>
<td>Friday, December 20, 2019</td>
<td>Tour of college food service facilities with Q &amp; A to follow</td>
</tr>
<tr>
<td>Friday, January 10,</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>January 31, 2020</td>
<td>Deadline to select vendor</td>
</tr>
<tr>
<td>January 21-24, February 10-14, 2020</td>
<td>Interviews with selected responders</td>
</tr>
<tr>
<td>Friday, January 31, February 21, 2020</td>
<td>Deadline to select vendor</td>
</tr>
</tbody>
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B. College Contacts

Prospective responders who have any questions regarding this request for proposal may submit them in writing by regular or electronic mail to:

Name: Connie Johnson  
Title: Retail Services Manager  
Address: Lake Superior College
Other personnel are NOT allowed to discuss the request for proposal with anyone, including responders, before the proposal submission deadline. Any verbal explanations of instructions or discussion of any aspect of this RFP provided the vendor before the award of a contract shall not be binding.

C. Proposal Delivery

Submit five (5) copies of proposal in sealed mailing envelopes or packages with the responder’s name and address clearly written on the outside and must be clearly marked CAMPUS FOOD SERVICE PROPOSAL on the outside of the envelope or package.

All proposals must be received on or before the date listed in the above time line and shall be delivered to:

   Name: Michael Francisco
   Title: Purchasing Agent
   Address: Lake Superior College
            2101 Trinity Road
            Duluth, MN  55804

D. Proposal Conditions

   a. All submissions must be sealed. Fax and e-mail responses will not be considered.

   b. Late proposals will not be considered.

   c. The College reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements are innocent or inadvertent in the opinion of the college representatives, the college further reserves the right to waive them as informalities.

   d. All costs incurred in responding to this RFP will be borne by the responder.

   e. Proposals must be clear, concise, and clearly follow the format detailed in this RFP. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected.

   f. Proposals made in pencil shall be rejected.

   g. A non-mandatory question, answer and tour session will take place on Friday, December 20th at 11:00am. The meeting will include a walk through the food service kitchen, dining area, bookstore and related buildings. It would be
appreciated if you can contact the college contact if you are planning to attend the meeting, but it is not required.

h. The College reserves the right to:

i. Reject all proposals received in response to this RFP.

ii. Select for contract negotiation, a proposal other than the one with the lowest cost / highest commission / lease amount.

iii. Waive or modify any informalities, irregularities, or inconsistencies in proposals received and/or accept a late written modification requested by the college if the proposal itself was submitted on time and if the modified proposal is more favorable to the College.

iv. Negotiate any aspect of the proposal with any vendor.

v. Terminate negotiations and select the next most responsive vendor, prepare and release a new RFP, or take such action as deemed appropriate if negotiations fail to result in an agreement.

| Additional RFP Response Requirements |

**Notice to Vendors and Contractors**

As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than $250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

**Problem Resolution Process**

A formal problem resolution process will be established in the contract to address issues raised by either Lake Superior College or the vendor.

**Affidavit of Non-Collusion**

All responding vendors are required to complete the Affidavit of Non-Collusion form 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 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, 660 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.

Equal Pay Certificate

If the Response to this solicitation could be in excess of $500,000, including renewal and extension options, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

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. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to certified small businesses that are majority-owned and operated by veterans.

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.
To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

**Insurance Requirements**

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to Lake Superior College's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and MnSCU has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term 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
   - $2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Name the following as Additional Insureds: Board of Trustees of the Minnesota State Colleges and Universities Lake Superior College
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:

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

Any deductible will be the sole responsibility of the vendor and may not exceed $50,000 without the written approval of MnSCU. If the vendor desires authority from MnSCU to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that MnSCU can ascertain the ability of the vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU with respect to any claim arising out of vendor’s performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify MnSCU within five (5) business days with a copy of the cancellation notice, unless vendor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MnSCU;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
• Vendor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
• An Umbrella or Excess Liability insurance policy may be used to supplement the vendor’s policy limits to satisfy the full policy limits required by the contract.

C. Lake Superior College 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 Lake Superior College and copies of policies must be submitted to Lake Superior College'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 requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. 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 System Office 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. Pursuant to the statute, completion of the evaluation process occurs when MnSCU has completed negotiating the contract with the selected vendor. 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.

MnSCU will not consider the prices submitted by the Responder to be proprietary or trade secret materials.
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 System Office’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 System Office 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 System Office 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; 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 Statute Chapters 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 Lake Superior College.

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 Lake Superior College 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.

The remainder of this page has intentionally been left blank.
Exhibit A: Food Service Equipment Inventory

Food Service Equipment Inventory

- Salad bar (1)
- 5kw Imperial Convection Over (1)
- Cleveland Steamer (1)
- Groen warming oven (1)
- Slow cook over (1)
- Microwave (1)
- 4 slice toaster (1)
- Walk-in Cooler(1)
- Walk-in Freezer(1)
- Coolers (3)
- Grab and go cooler (1)
- Duluth Coffee Company makers (2)
- Ice cream cooler (1)
- Beverage coolers (3)
- Ice maker (1)
- CMA Dishwasher (1)
- Stainless steel prep table (1)
- Roll away silverware and tray Server (2)
- Variety of display racks

Examples of Existing Menu Sell Prices (prices do not include beverage)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
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<tbody>
<tr>
<td>Breaded Chicken Basket</td>
<td>$7.00</td>
</tr>
<tr>
<td>Veggie Burger Basket</td>
<td>$5.50</td>
</tr>
<tr>
<td>Hamburger Basket</td>
<td>$6.25</td>
</tr>
<tr>
<td>Cheeseburger Basket</td>
<td>$6.50</td>
</tr>
<tr>
<td>Full Poorboy Sandwich</td>
<td>$4.50</td>
</tr>
<tr>
<td>Small French Fries</td>
<td>$2.50</td>
</tr>
<tr>
<td>Large French Fries</td>
<td>$4.00</td>
</tr>
<tr>
<td>Hamburger</td>
<td>$4.50</td>
</tr>
<tr>
<td>Cheeseburger</td>
<td>$5.00</td>
</tr>
<tr>
<td>3 strip Basket</td>
<td>$7.00</td>
</tr>
<tr>
<td>2 strip Basket</td>
<td>$6.00</td>
</tr>
<tr>
<td>1 strip Basket</td>
<td>$4.00</td>
</tr>
<tr>
<td>3 strips</td>
<td>$6.00</td>
</tr>
<tr>
<td>2 strips</td>
<td>$4.00</td>
</tr>
<tr>
<td>1 strip</td>
<td>$2.00</td>
</tr>
<tr>
<td>Half Wrap</td>
<td>$2.50</td>
</tr>
<tr>
<td>Half Sandwich</td>
<td>$2.50</td>
</tr>
<tr>
<td>Tortilla Wrap</td>
<td>$4.50</td>
</tr>
</tbody>
</table>
## Exhibit B: Summary of Revenues

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Gross Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>399,876</td>
</tr>
<tr>
<td>2016</td>
<td>359,861</td>
</tr>
<tr>
<td>2017</td>
<td>209,070</td>
</tr>
<tr>
<td>2018</td>
<td>191,365</td>
</tr>
<tr>
<td>2019</td>
<td>205,053</td>
</tr>
</tbody>
</table>
Exhibit C: Required Documents

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: ________________________________
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 four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a $150.00 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 $150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.
State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- 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 the responses are due.

Check one of the following statements if you have 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. Proceed to BOX C. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on __________ (date). Proceed to BOX C.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates 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 received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ____________________________ Date __________________

Authorized Signature: ________________________ Telephone number: ____________

Printed Name: ______________________________ Title: ______________________

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance & Community Relations
Freeman Building, 625 Robert Street North, Saint Paul, MN 55155
Phone: 651-296-5663 Toll Free: 800-657-3704
Fax: 651-296-9042 TTY: 651-296-1283
Web: mn.gov/mdhr
Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR
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, 625 Robert Street North, Saint Paul MN 55155; 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 four (4) 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: __________________________________________________________

Revised 1/22/09
Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation we use: (check below)
  ___ Market pricing approach
  ___ State prevailing wage or union contract requirements
  ___ Performance pay system
  ___ An internal analysis
  ___ Other method (please specify) __________________________________________
  _______________________________________________________________________
  _______________________________________________________________________

Enclosed is our application fee of $150, made payable to the “Minnesota Department of Human Rights.”

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

___________________________  ____________________________  ________
Signature               Print Name               Date

___________________________  ____________________________
Business Name               Business Address
STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §16C.16, subd. 6a, the MnSCU may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

   and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. The preference applies only to the first $500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company’s principal place of business is in Minnesota; and
- The United States Department of Veteran’s Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: _____________________________ Date: __________________________

Authorized Signature: _____________________________ Telephone: __________________________

Printed Name: _____________________________ Title: __________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.