MINNESOTA STATE COLLEGES AND UNIVERSITIES

Metropolitan State University
Saint Paul, Minnesota

REQUEST FOR PROPOSAL (RFP)

FOR

BOOKSTORE SERVICES

Approximately October 2020 – November 2025

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Metropolitan State University 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 www.minnstate.edu/vendors/. 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.
Metropolitan State University, St Paul, MN

Request for Proposal: Bookstore Services

Return proposals to:
Tracy Hatch
Metropolitan State University
Founders Hall, Suite 329
700 Seventh Street East
Saint Paul, MN 55106
651-793-1912
Email: Tracy.Hatch@metrostate.edu

Current Date: 4/27/2020

RFP Due Date: 05/18/2020
RFP Due Time: 3:00 PM CST
RFP Number: _______________

Vendor Name: ______________________________________________________________

Firm Contact: _________________________ Phone: ___________________________

Address: ________________________________________________________________

Email: _____________________________ Web Address ___________________________

Signature of Authorized Agent: _________________________ Date: _______________

Proposals are being accepted by Metropolitan State University, St Paul, MN for Bookstore services. See specifications in the RFP following.

Metropolitan State University, St Paul, MN shall bear 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.
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Section I. General Information

Institution
The Minnesota State Colleges and Universities (Minnesota State) System is the third-largest system of higher education in the United States. It is comprised of 37 state colleges and universities with 54 campuses located in 47 Minnesota Communities. Minnesota State serves approximately 350,000 students each year and is an independent state entity governed by a 15-member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state’s community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State, please view its website at https://www.minnstate.edu/.

Metropolitan State University, with its main campus in Saint Paul, Minnesota, is a member of the Minnesota State Colleges and Universities System and the only state university in the Twin Cities metropolitan area. It has been providing higher education since 1971 with an emphasis on underserved populations, especially adult learners. The university offers classes daytime, evenings, weekends and online, the university serves approximately 11,000 students annually who are pursuing bachelors, masters or doctoral degrees.

While the University does not guarantee any level of sales, responders may be interested in the following information regarding University Bookstore sales for the most recent completed fiscal years:

<table>
<thead>
<tr>
<th>Annual Sales</th>
<th>July 2017 - June 2018</th>
<th>July 2018 - June 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Used Text</td>
<td>$370,224</td>
<td>$341,070</td>
</tr>
<tr>
<td>New Text</td>
<td>$1,214,873</td>
<td>$1,067,517</td>
</tr>
<tr>
<td>Digital Text</td>
<td>$296,010</td>
<td>$163,009</td>
</tr>
<tr>
<td>Gen Books/Non-Emblematic</td>
<td>$39,115</td>
<td>$35,199</td>
</tr>
<tr>
<td>Supplies</td>
<td>$58,711</td>
<td>$65,962</td>
</tr>
<tr>
<td>Apparel</td>
<td>$19,709</td>
<td>$30,393</td>
</tr>
<tr>
<td>Gifts</td>
<td>$3,476</td>
<td>$4,227</td>
</tr>
<tr>
<td>Convenience</td>
<td>$46,638</td>
<td>$48,434</td>
</tr>
<tr>
<td>Technology</td>
<td>$117,044</td>
<td>$101,576</td>
</tr>
<tr>
<td>Rental Disposition/Other Sales</td>
<td>$58,174</td>
<td>$7,510</td>
</tr>
<tr>
<td>Rental- Collected</td>
<td>$437,772</td>
<td>$473,673</td>
</tr>
<tr>
<td>Gross Sales</td>
<td>$2,661,745</td>
<td>$2,338,570</td>
</tr>
</tbody>
</table>

Additional information on Metropolitan State University can be found on the University’s website at: https://www.metrostate.edu/.
Nature of RFP

Metropolitan State University is requesting proposals to provide bookstore services, including textbook services and operation of the on-site campus store. The existing on-campus bookstore is located at 645 East 7th Street, Saint Paul, Minnesota. This RFP is undertaken by Metropolitan State University pursuant to the authority contained in provisions of Minnesota Statutes §136F.581 and other applicable laws.

Accordingly, Metropolitan State University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate, in Metropolitan State University’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Metropolitan State University 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 Metropolitan State University. This RFP shall not obligate Metropolitan State University 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.

The University’s goal is to provide efficient, seamless services to students and while lowering the student’s cost of course materials. The university will entertain any proposal which furthers this goal. Although the University has described deliverables within this RFP, Vendors are encouraged to use creativity in submitting proposals or other ideas that enhance the overall program contemplated by the University and which directly benefit the overall student experience in terms of cost convenience, and service.

General Selection Process

1. Proposal Review – The selection process includes a review conducted by the Bookstore Services RFP Task Force. Finalists selected by the Bookstore Services RFP Task Force will be invited to conduct an online presentation.
2. Online Presentation – Finalists will be invited to provide a 45-60-minute presentation followed by 15 minutes of question and answers by attendees.
3. Administrative Review – The final recommendation will be forwarded to representatives of the university Administration, who may request input using the existing governance systems/constituencies such as collective bargaining units and the Metropolitan State University Student Association.

Pre-Award Vendors Conference

Metropolitan State University will hold a pre-award vendors conference on Wednesday, May 6, 2020 from 3:00 - 4:30 PM CST online via Zoom. To participate, please email Tracy Hatch at Tracy.Hatch@metrostate.edu for Zoom meeting information. It is recommended all potential or interested responders attend the conference.

General Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday, April 27, 2020</td>
<td>Publish RFP notice in State Register</td>
</tr>
<tr>
<td>Wednesday, May 6, 2020</td>
<td>Online Pre-Award Vendors Conference for proposers; 6:00 PM CST</td>
</tr>
<tr>
<td></td>
<td>deadline to submit written questions to be included in published Q&amp;A.</td>
</tr>
<tr>
<td>Friday, May 8, 2020</td>
<td>Q&amp;A published on the website</td>
</tr>
<tr>
<td>Monday, May 18, 2020</td>
<td>3:00 PM CST - Deadline for RFP proposal submissions</td>
</tr>
</tbody>
</table>
Tuesday, June 9, 2020  Online Presentations by Finalists
June 30, 2020  Complete selection process (approximate)
July – August, 2020  Contract development, negotiation, and execution
October 1, 2020  Anticipated contract start date
December 2020  Vendor takes over physical store operations

Contract Award
Contract will be awarded prior to July 1, 2020 with contract negotiations following. The contract shall be fully executed by October 30, 2020.

Information Contact
Metropolitan State University’s agent for purposes of responding to inquiries about the RFP is:

    Tracy Hatch  
    Vice President for Finance and Operations/Chief Financial Officer  
    700 East 7th Street Saint Paul MN 55106  
    Tracy.Hatch@metrostate.edu

Inquiries are only accepted via email and will be responded to in writing via posting at www.minnstate.edu/vendors/. Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Metropolitan State University 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.

Contract Term
Metropolitan State University desires to enter into a contract with the successful vendor(s) on or about October 1, 2020. The length of such contract(s) shall be for five years and serve students beginning with their textbook and materials needs for Spring Term 2021. If Metropolitan State University and the Vendor are unable to successfully negotiate and agree to contract terms by August 1, 2020, then Metropolitan State University 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 Metropolitan State University, 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.

Upon the expiration or termination of the leasing agreement, the Vendor shall surrender possession of premises to the university in the same order as when received minus ordinary wear and tear, and depreciation excepted, the fixtures and equipment owned by the university and any equipment...
furnished by the Vendor to replace similar equipment which may have become lost, damaged, or destroyed, shall become the sole property of the university.

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 Metropolitan State University.

**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, Saint Paul, Minnesota 55101.

**Store**: The physical bookstore space currently located on the first floor of the university’s library building at 645 East Seventh St, Saint Paul, MN 55106 on the university’s main campus, and online e-commerce platforms with the university’s name and/or logo. *Please note that the location of the physical bookstore space is subject to change as a result of the facilities master planning activities currently taking place or as a result of the outcome of this RFP.*

**System Office**: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.

**University**: Metropolitan State University, contract is limited to the various sites of campuses the university operates.

**Vendor**: The firm selected by Metropolitan State University 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 university’s President or the Vice President for Finance and Operations/Chief Financial Officer (or designee).

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. 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.

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 Metropolitan State University and the vendor.

Commission rate, prices, and terms of the proposal as stated in the proposal 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 digitally or 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 (Minnesota State) system, its Board of Trustees or Metropolitan State University 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. Metropolitan State University 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
Metropolitan State University, Saint Paul, MN and selected Vendor.

Section III. Vendor Requirements
General
Metropolitan State University is seeking a Vendor to provide, at a minimum, the following services:

a. New & Used Textbooks
b. Textbook Rentals

c. Digital Textbooks

d. Direct to publisher/Direct Digital/Inclusive Access services

e. LMS (Learning Management System) integration using D2L (Desire to Learn) software.

f. End of Term Buyback Plans

g. Proposal designed to reduce textbook related costs

h. Online ordering capabilities

i. Direct shipping to students or campus

j. Faculty adoption system and training

k. Integration with university’s bookstore credit program

The successful Vendor shall operate the Metropolitan State University’s textbook and campus store services in accordance with the highest standards and commercial practices in the college bookstore industry.

Vendor shall abide by all federal, state and local laws applicable to its operation.

The name of the physical campus store or online store shall not change from “Metropolitan State University Bookstore”.

Vendor shall operate the Store twelve (12) months per year.

The company’s website will allow for customization including a section identifying store leadership, a complaint processing procedure, and locally generated campus pictures and highlights.

Vendor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

Vendor shall abide, and require its employees to abide, by applicable University regulations and policies. University shall provide Vendor with copies of applicable policies, and shall inform Vendor in a timely manner of any changes.

Vendor agrees to 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/download.html?id. Vendor agrees to provide documentation to the university or Minnesota State representatives, upon request, to substantiate compliance.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend Minnesota State and Metropolitan State University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

The University shall prohibit the sale of textbooks and other course-related materials on the campus other than by the Vendor unless departments have secured authorization from the University’s Vice President for Finance and Operations or as permitted by the Vendor.
The University agrees to limit the sale of merchandise regularly stocked by Vendor with the exception of the following activities:

a. Special sales by recognized student organizations, student government, or alumni when authorized by the University’s designated representative (as long as no third-party vendors are involved).

b. Sales of craft items, similar handmade items or other items on an intermittent basis.

c. A student sponsored book exchange will be permitted to operate on the campus provided that the organization has been approved by the University’s Vice President for Finance and Operations (as long as no third-party vendors are involved).

d. Any software related packages that are forwarded from the university IT Department to students that are not sold by the university.

e. Packaged food products sold by vending service providers or sold in the University’s café.

f. Saint Paul Public Library periodic used book sales, as well as related Public Library merchandise sales. (Note: The Dayton’s Bluff branch of the Saint Paul Public Library is located in the university’s library building across the hall from the current university bookstore location.)

The Vendor will honor any current or future exclusive rights contracts the University is bound to, including exclusive rights for vending and food service. These contracts do not prohibit the Vendor from selling pop and candy as outlined per the existing or future contractual terms within the contract between the university and the State Services for the Blind.

Store Operations
The Store’s hours of operation and holiday closing schedule shall be as approved in writing by the university’s Vice President for Finance and Operations after consultation with Vendor. Hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand. Hours of service shall be sufficient to meet the needs of faculty, students and staff; and specifically, to meet the demand for service of non-traditional students which may include evenings and/or weekends.

The Vendor will maintain appropriate hours of operation to meet the needs of the campus community in ordering, procuring and repurchase of used textbooks.

The Bookstore will not have operational hours when the university is closed.

University grants Vendor the right, subject to University’s published standards, to use the University’s seal, logotype, and associated trademarks and service marks on the Store’s Internet site, signage and collateral materials, stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in university bookstores. The University will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement. If the University changes its name, seal, or logotype with less than six-months written notice to Vendor prior to notice to the public, the university will purchase all unsold emblematic merchandise on hand at the time of such change at the Vendor’s actual documented cost.

Vendor will proactively promote and publicize any promotions, including price-matching programs, to students in advance of each term, both in store and online.
Vendor will make its corporate representatives reasonably available to University to discuss and resolve any operational issues.

As mutually agreed, Vendor will provide book and merchandise delivery and pick-up service, in space provided by the University, at its alternate campus locations, such as Minneapolis (on the campus of Minneapolis College Campus), Saint Paul Midway (1450 Energy Park Drive), and Brooklyn Park (on the campus of Hennepin Technical College).

Upon request, Vendor shall provide to the University’s Vice President for Finance and Operations copies of all operational policies, brochures, publications that implement or cite contractual language of this contract.

Vendor will accept returns in accordance with the following policies:

a. Non-textbook items in resalable condition may be returned for a full refund or exchanged at any time with original receipt.

b. Textbooks in resalable condition may be returned for a full refund with receipt within ten (10) calendar days from the start of the class for which the textbooks were purchased or within three (3) days of purchase thereafter, including during summer term.

c. Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.

d. Computer software may be returned for a full refund if it is unopened and in original shrink-wrap.

e. Upon proof of drop/add, Vendor will accept textbook returns for a full refund from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.

f. The Vendor’s Bookstore Manager may lengthen refund time periods or allow exceptions to any of the above.

g. Provide a program to purchase used books which may not be used by Metropolitan State University in the next or future semesters.

Vendor shall accept all major credit cards, and/or other major payment systems, which shall include Visa and MasterCard at a minimum.

The Vendor shall hold feedback sessions at the request of the Vice President for Finance and Operations with members of the University community designed to obtain feedback on performance of the physical or online store services. Outside of these formal feedback sessions, Vendor will provide a means within the store and online for students and customers to provide feedback on Vendor services. Feedback received must be made available to the University’s representative annually or upon request.

The Vendor shall provide the sale of postage.

The Vendor shall supply, without claims for additional compensation, all equipment, parts, or miscellaneous items necessary for, or reasonably incidental to, the complete and proper execution of the operation of the campus store. Exceptions must be noted in the proposal.

The university’s Bookstore Operations Work Group, shall convene meetings to discuss operational aspects of bookstore services. The Vendor’s Bookstore Manager shall sit on the Work Group as ex-officio
Meetings shall be held on a regular basis, but not less than once per term. Additional meetings may be called based on operational conditions.

**Bookstore Personnel**

Vendor will furnish a sufficient number of adequately trained personnel to provide efficient and courteous service to customers, including during peak/rush periods each term.

University shall participate in interviewing and evaluation of Vendor’s Bookstore Manager should the need arise to fill the position. Vendor’s selection of the Bookstore Manager is subject to University’s approval.

The Vendor will comply with University employment practices and student minimum wage as required by the Student Employment Policy.

**Financial Terms**

As used in this Section, Gross Revenue is defined as all sales made by the Store or the Store’s web page, catalog, or mail order function (if any), less refunds, returns, and taxes.

If a new contactor is selected, other than the incumbent operator, the new Vendor will be expected to purchase the current Vendor’s inventory, per the terms of their agreement with Metropolitan State University. Should the transition between Vendors occur before the end of a term, any outstanding rental assets must be procured by the new Vendor.

Vendor shall pay its bona fide financial obligations to University and to third parties in a timely manner.

Vendor shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Vendor shall not be responsible for property taxes on the Store facility or any other taxes not currently assessed.

Vendor will extend credit to University and/or Government Agencies for students that have written authorization from the University and/or Government Agencies stating that the University and/or the Government Agencies will pay for their books and supplies. As determined by the University, University will furnish to Vendor all appropriate information related to such extension of credit by University and/or governmental agencies.

The University will pay all accounts within 30 days of the presentation of an accurate invoice, or will pay applicable late charges as limited by state law.

Vendor will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to University monthly for the preceding period. Vendor will preserve records of store operations for 3 years from the transaction date, and will make them available for review, audit and verification by University at the Store upon request on reasonable advance notice during ordinary business hours other than during Store “rush” periods.

The Vendor will provide the University with an audited financial statement no later than three (3) months after the completion of the Vendor’s fiscal year end. The financial statement shall be sufficiently detailed as to provide an overview of sources of sales revenue and operating expenses.
Vendor shall pay the commission calculated in accordance with this Section monthly, twenty (20) days after the end of the month. The Vendor will submit the necessary documentation to the Financial Management office to support the calculation of the agreed upon commission rate.

Pricing
In operating the Store, Vendor will charge competitive pricing to ensure Metropolitan State University students receive competitive and fair prices at or below industry standard. Proposers must provide the following information in their proposals:

a. ____% gross margin on new textbooks
b. ____% gross margin on trade books
c. ____% gross margin on e-books, e-course packs, course packs, text “packages,” “kits,” “sets,” and “bundles,” and non-returnable and return-restricted texts (Vendors may split out components in this section if % gross margin differs.)
d. ____% gross margin on used books, including cloth, paperback and others
e. ____% gross margin on general merchandise and general educational supplies and equipment
f. ____% gross margin on electronics, such as laptops

Vendor will present a report on Department Gross Sales to the Metropolitan State University Student Association, upon request.

The Vendor will work with faculty and faculty representatives as well as publishers’ representatives to provide the lowest possible prices to students.

Commission/Rental
The University expects the successful Vendor to pay a commission on sales. This commission is used by the University to fund scholarships. The vendor’s Request for Proposal submission should include what the company will pay as a commission on sales. The commission is viewed as a separate item and should not be confused with other financial considerations contained elsewhere in this Request for Proposal.

Vendor shall pay commission to University in an annual amount equal to the greater of the sum of $120,000/year or:

- No less than ____% of all Gross Revenue up to $1,000,000; plus
- No less than ____ % of any part of Gross Revenue over $1,000,000. but less than $2,000,000; plus
- No less than ____ % of any part of Gross Revenue over $2,000,000.
- No less than ____ % of any part of Gross Revenue over $3,000,000.

Adoptions and Course Materials
As approved by the University, Vendor shall have the right to provide course adopted software and paper and electronic custom anthologies, as well as the right of first refusal to fulfill any distance learning instructional and ancillary materials required by University during the term of this Agreement, with the exception of projects initiated by Minnesota State System Office and/or the Minnesota State University Student Association and/or the Metropolitan State University Student Association.
Vendor will provide a web-based ordering system to enable students to purchase books and materials on-line.

Vendor will process text requests placed after the adoption deadline within 3 business days.

Vendor will ensure that a reasonable number of adopted texts are available, approximately 2% of expected enrollment, at all times and adopted texts will not be out of stock. Previous editions should be made available until a new edition is published, and Vendor will ensure ongoing communication with faculty regarding any adoptions or delays.

Vendor will sell course packets assembled by faculty.

Vendor shall place special orders for books requested by faculty, students, or staff. Appropriate deposits may be required by Vendor for its protection.

The Vendor will provide timely response to special order literature and other instructional materials.

Consistent with Minnesota statutes, textbook orders of faculty need to be submitted in a timely fashion (at least 45 calendar days before a semester begins) in order to maximize the number of used textbooks purchased from students at a 50% or more value off the purchase price the student paid.

Proposed techniques employed to ensure a high level of faculty participation should be included in the RFP submission.

A phone “hotline” shall be available to ensure that faculty or administrators trying to reach the store will not encounter delays or be tied to any “auto-phone” responses. A similar number will be provided to students.

To avoid confusion on the part of the student-buyer, every effort should be made to ensure that no “complimentary” used books are sold to students, particularly if the publisher has stamped the textbooks as “complimentary” and/or “not for resale.” The Vendor shall provide a suggested procedure whereby faculty can make available complimentary textbooks for use by needy institutions. Other than recognition for their donation and participation, faculty and academic departments shall receive no financial rewards for participation in such a program.

Vendor shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements.

The Vendor shall buy back textbooks that are used in classes offered only once a year. Faculty teaching such classes shall notify the bookstore in writing of what textbook would be used when the class next convenes. If that textbook is the same as was used in the preceding class term, then the Vendor is obligated to buy back the text at the 50% standard rate and maintain a sufficient inventory of used textbooks to address predicted demand when the class is offered next. Should the future class be canceled, or a decision is made to use a different textbook or textbook edition, the University recognizes that the Vendor may now lose money on the investment it made when buying used books from the previous class. In such a situation the Vendor may request to negotiate additional mitigating compensation from the University if it is unable to liquidate the used textbooks in some other manner.

Notwithstanding the fact that class sizes may differ from those in the past, if a class will be held the following semester and the textbook edition is the same, the Vendor shall purchase a student’s used
book even though doing so might mean the Vendor is “overstocked” on that textbook based on predicted class sizes. Used pocket-sized paperbacks shall be purchased from students up to 25% of the selling price.

Facilities and Security
In order to secure property in the physical store, Vendor shall cooperate with the University’s Security Director in providing store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with University Security Director, Vendor shall create and maintain a Store Security Plan acceptable to University for textbook buyback, rush and other special events.

Vendor shall not cause University’s students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with University.

Vendor shall be responsible for any loss or damage to property owned by University that is in Vendor’s possession or control or is caused by Vendor or its employees or agents in the course and scope of their employment.

Vendor shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, consistent with University cleaning specifications, and removal of light trash to University-provided receptacles.

Vendor will ensure that all book and store related deliveries will be made at the Library Loading Dock, at the Northeast corner of the Library building, unless approved by the Facilities Director.

If, during the contract period, significant changes to bookstore floor layout, operating procedures or personnel changes are made, they must be approved by the University’s designated representative in advance of implementation. The Vendor shall schedule all construction through the University’s designated representative. At no time shall the Vendor perform any work at the site that has not been prescheduled through the University’s representative and approved by the University’s Facilities Director.

Data Integration
Vendor will provide all necessary technical support and access to sales data and reporting required for University needs, including:

1. Identify any data integration supports, and/or student information systems for which the Vendor provides integration support
2. Direct access to Vendor’s data systems to remotely retrieve detailed sales records on demand, or at a minimum, a daily detailed report, in a format that may be parsed by computer (e.g. csv), which can be collected remotely by SFTP, SCP or similar method
3. Support both scheduled and ad hoc data refresh methods
4. Support the ability to schedule data delivery necessary for efficient University operations
5. Provide data in a format which is usable and incorporated into systems to provide visual representations and reports.

Vendor will provide methods to import data into their data systems to support normal and daily operations including:
A. Support ODBC, API, and/or flat file connections to update data sources
B. Provide API for data access/extraction from external applications
C. API or other methods to provide Bookstore Credit (Voucher) configuration data (term data, active sales dates, account codes, descriptions and other information, etc.), and ensuring the resulting invoice agrees with the data provided
D. Methods to import, on-demand, individual student credit limits and updates in a real-time or near-real-time process

Vendor will provide all necessary technical support and documentation to support the University’s data and reporting requirements, including:

1. All available technical documentation relating to importing and collecting data, updating customer data, etc. (e.g. API or file import models)
2. Dedicated technical support as required to establish full data integration and reporting requirements prior to the Vendor’s first day of operation
3. Ongoing dedicated technical support to ensure all University data integrations and reporting results are maintained and updated as needed
4. Non-emergency response to inquiries within 24-hours, Monday through Friday
5. Emergency response to incident reports within four hours, seven days per week

Direct access to all daily sales transaction data, with full transaction details (“direct access” in this case means either direct query of Vendor’s database, or scheduled reports where the collection and processing can be automated and not require steps that cannot be automated).

Integration with the University’s Bookstore Credit (aka “Vouchers”) Program, including:

a. Ability to upload semester account codes and descriptions, or other University specific information necessary for successful operation
b. Daily and/or sales period reports on sales, returns and exchanges based on individual bookstore credit codes (not to be confused with full transaction data above)
c. Ability to expediently upload student credit limits and changes to credit limits
d. Ability to set unique begin and end dates of credit sales based on bookstore credit codes.

Ability to access fixed or ad-hoc reports.

Access to technical and operational support sufficient to resolve non-urgent issues in a timely manner.

Access to technical and operational support sufficient to resolve urgent issues within 4 hours.

Documentation, support and access to any API or remote access services for updates, support and/or reporting

Understanding of any integration services that the Vendor is compatible with, including SIS systems and database interfaces
Section IV. Response Evaluation

The following criteria, and their identified weights, will be used by Metropolitan State University to evaluate the RFP responses and Vendor presentations, including feedback from presentation attendees.

1. Clear response demonstrating understanding and Vendor’s ability to deliver the service requirements as indicated in this RFP, including clear notation of any limitations to meeting the requirements listed. (20%)

2. Quality/Comprehensive proposal (30%):
   a. A detailed description of management processes and procedures used to manage the bookstore.
   b. Explanation of how the proposal is designed to reduce textbook-related costs to students.
   c. Clear articulation of Vendor’s capability to deliver the following educational resources and services:
      i. New & Used Textbooks
      ii. Textbook Rentals
      iii. Digital Textbooks
      iv. Direct to publisher/Direct Digital/Inclusive Access services
      v. LMS (Learning Management System) integration using D2L (Desire to Learn) software.
      vi. End of term/semester buyback plans
      vii. Online ordering capabilities
      viii. Direct shipping to students or campus and the associated shipping charges
      ix. Integration with university’s bookstore credit program
   d. Explanation of Vendor’s intended involvement in the educational mission of the university.
   e. Unique benefits provided by the Vendor to Metropolitan State University

3. Qualifications (15%):
   a. Thorough awareness and understanding of Metropolitan State University’s student and faculty needs and requirements.
   b. Relevant experience, including prior experience with institutions within the Minnesota State Colleges and Universities system.
   c. Description of the capability for online ordering of books, software and other items needed for class requirements.
   d. Description of the system and process used by faculty to submit course materials adoptions.
   e. Sales and promotions related to wearing apparel, imprinted inventory, novelties, trade books, etc.

4. References (5%):
   a. List of bookstores currently being managed by the vendor.
   b. A minimum of three references, from accounts comparable to Metropolitan State University, with contact information and a brief description of vendor’s relationship with reference.
   c. Proven successful customer services and store management practices.
5. Cost/Value to Metropolitan State University (30%):
   a. Detailed description of commission rate to be paid to Metropolitan State University.
   b. Financial considerations, including:
      i. Percentage of gross profit on sales retained by Vendor
      ii. Commission on sales provided to the University
      iii. Capital investment tied to physical store upgrades or remodeling
      iv. Any additional scholarship and/or student benefits
      v. Vendor’s overall reduction of course materials cost for students

In some instances, an interview will also be part of the evaluation process. Metropolitan State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Metropolitan State University 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

Notice to Vendors and Vendors
As a condition of this contract, Vendor 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 VENDOR 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 Vendor, 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 Metropolitan State University or the vendor.

Vendor will provide a contact person to serve as a mediator for issues that arise from the performance of this contract.

Vendor will provide remediation to students for failure to perform.
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, Saint 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 Businesses
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 Vendors 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 Vendors 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 and 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 the Metropolitan State University'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 Minnesota State 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 subVendor 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 subVendor 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 Insureds: Metropolitan State University

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 subVendor 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 Minnesota State. If the Vendor desires authority from Minnesota State 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 Minnesota State 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 Minnesota State 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 Minnesota State 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 Minnesota State;
- 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. Metropolitan State University, St Paul, MN, 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 Metropolitan State University and copies of policies must be submitted to Metropolitan State University'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 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. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State 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, 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.

Minnesota State 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 University’s representative 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 University 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 university 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 Vendor, and the terms “contract,” “Vendor,” 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, and other applicable laws, such as the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (The Clery Act) (20 U.S.C. § 1092).

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 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 Metropolitan State University.

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 Metropolitan State University 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.

Submission
Proposals are to be submitted in a sealed envelope, plainly marked “Proposal No. TBD - Bookstore Services” along with your Company’s name and date and time of the scheduled opening. Metropolitan
State University, 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.

Sealed proposals must be received at the following address not later than 3:00 pm Central Time on Monday, May 18, 2020.

Institution: Metropolitan State University
Name: Tracy Hatch
Title: Vice President for Finance and Operations/Chief Financial Officer
Mailing Address: 700 East 7th Street, Saint Paul, MN 55106

Sealed proposals can also be hand delivered to the cashiers’ window at Founders Hall, 3rd Floor, Room 327.

The responder shall submit 12 hard copies of its RFP response and a USB drive with the RFP response in an ADA accessible 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.

Proposers may request a receipt confirmation, which will be provided via email and include the date and time the submission was received.

Proposals received after this date and time will not be considered and will not be returned to the responder.

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.
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: ____________________________
NOTICE TO VENDORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that Minnesota State will require that affirmative action requirements be met by Vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a Vendor 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 an affirmative action plan that was received by the Commissioner of Human Rights for approval. 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.
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 subVendor on federal projects or contracts. Vendors 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: https://mn.gov/mdhr/  Email: compliance.mndh@state.mn.us
Affirmative Action Certification Page, Revised 6/11 – MDHR
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 Minnesota State 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.

Minnesota State 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 Minnesota State 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, Saint 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 Minnesota State 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.