



MINNESOTA STATE

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota West Community & Technical College

REQUEST FOR PROPOSAL (RFP) FOR Food Service

November 2023
REQUEST FOR PROPOSAL (RFP)
FOR Food Service

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Notice

This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities system, its Board of Trustees or Minnesota West Community & Technical 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 West Community & Technical College also reserves the right to waive minor informalities and 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.

Any decision to cancel or reject any and all proposals is in Minnesota State's sole discretion. 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 [Vendors and Suppliers at Minnesota State page](#). Vendors should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each Vendor.

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 Minnesota West Community & Technical College.

School: Minnesota West Community & Technical College

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.

Vendor: The firm selected by Minnesota State as the successful responder(s) responsible to execute the terms of a contract.

Targeted Group Business (TGB): A business that is at least 51% owned and operated by a woman or person of color.

Minority-Owned Business Enterprise (MBE): Independent business which is at least 51% owned and operated by one or more minority group member (citizen of the United States or permanent resident who is Black, Hispanic, Asian, or American Indian).

Women-Owned Business Enterprise (WBE): Independent business which is at least 51% owned and operated by one or more women.

Economically Disadvantaged (ED) Business and Individuals: Independent business which must be located (or the owner must reside) in an Economically Disadvantaged Area in Minnesota as determined by the [Department of Administration](#).

Veteran-Owned Business Enterprise (VO): Independent business which is at least 51% owned and operated by one or more veteran or service-disabled veteran as determined by the [Minnesota Department of Veterans Affairs](#).

Diversity: The concept of diversity encompasses acceptance and respect. It means understanding that each individual is unique and recognizing our individual differences. These can be along the dimensions of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.

Equity: The proactive reinforcement of policies, practices, attitudes and actions that produce equitable power, access, opportunities, treatment, impacts, and outcomes for all.

Inclusion: Authentically bringing traditionally excluded individuals and/or groups into processes, activities and decisions/policy making in a way that shares power.

About Minnesota State and Minnesota West Community & Technical College

Minnesota State Colleges and Universities is the third-largest system of state colleges and universities in the United States. Minnesota State is comprised of 33 state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 340,000 students each year. Minnesota State employs more than 15,000 dedicated faculty and staff focused on student success. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees. For more information about the colleges and universities of Minnesota State, please view its website at www.minnstate.edu.

Minnesota West Community & Technical College (Minnesota West), a member of the Minnesota State Colleges and Universities System, is a five campus, two-year comprehensive technical college located in southwestern Minnesota. Minnesota West offers a wide range of student-centered educational opportunities to enhance personal growth and community vitality. The location for the food service operation is on the Canby Campus. The food service is also open to the community.

Authority

This RFP is undertaken by Minnesota West Community & Technical College (hereinafter “Minnesota State”) pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Minnesota State will select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in its sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP does not obligate Minnesota State 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.

Project Overview

Minnesota State is requesting proposals for the operation of food service on the Canby Campus. Food service includes cafeteria line service, catering and vending machine service. Food service to be available on all days the college is open from 7 am to 1 pm. See academic calendars at the following:

<https://www.mnwest.edu/current-students?highlight=WyJhY2FkZW1pYyIsImNhbGVuZGFyIiwY2FsZW5kYXJzIiwYWNhZGVtaWMgY2FsZW5kYXIiXQ>

RFP Information Contact

An authorized representative of Minnesota State for purposes of responding to inquiries about the RFP is:

Name: Diana Fliss
Title: Finance Director
Address: 1011 First Street West, Canby, MN 56220
Telephone: 507-223-1317
E-mail address: diana.fliss@mnwest.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State shall not be bound by and vendors 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.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of ninety calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State and the Vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Terms and Conditions

This RFP includes and incorporates [Terms and Conditions](#). Vendors should be aware of the terms and conditions in preparing responses to this RFP. Much of the language reflected in any resulting contract with Minnesota State is required by statute. If you take exception to any of the language in the terms and conditions, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the Vendor and must be fully signed by an authorized representative of the Vendor. Proof of authority of the person signing must accompany the response.

Selection and Implementation Timeline

Key Dates	Timeline
Monday, November 13, 2023	Publishes RFP notice on MinnState.edu/Vendors webpage
Monday, November 27, 2023	Deadline for Vendors to submit clarifying questions
Thursday, November 30, 2023	Deadline to publish responses to RFP questions
Friday, December 7, 2023	Deadline for RFP proposal submissions
Thursday, December 14, 2023	Vendor selected and notified

Minnesota State reserves the right to not award a contract. The dates noted above are estimates, but are reasonable for the purposes of presenting deadlines.

Contract Term

Minnesota State desires to enter into a contract with the successful Vendor(s) effective at the start of spring semester (January 8, 2024) or on the date the last recognized signature is obtained, whichever occurs later. The length of such contract(s) will be 30 months. If Minnesota State and Vendor are unable to negotiate and sign a contract by December 31, 2023, then Minnesota State reserves the right to seek an alternative Vendor(s).

Proposal Deadline

Submitted proposals must be received at the following address not later than Friday, December 7, 2023 at 5:00 p.m. CST:

Institution: Minnesota West Community & Technical College
Name: Diana Fliss
Title: Finance Director
Mailing Address: 1011 First Street West, Canby, MN 56220

Format of Proposals and Submission

The Vendor shall submit 1 printed copies of its RFP response and one copy on digital media with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the Vendor'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.

Proposals received after the Proposal Deadline date and time will not be considered. Fax, mail, 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

Proposal Content

Minnesota West's mission for food service is to provide a variety of healthy and quality food choices at reasonable prices.

Food Service Program Assessment

Please provide a brief assessment of the operations along with brief word or graphic descriptions of what your company is proposing to include:

- Current and proposed menus/product mix, service concepts and prices (including varied

- menu and main entrée days)
- Advertising/marketing plans
- Cosmetic improvements
- Any other pertinent elements necessary to affect an operationally and financially efficient food service program
- Specialized Equipment (including snack and hot drink equipment)

Catering Plan

Please submit an assessment and specific proposal concerning the following:

- Menus
- Pricing for three levels of service (table linens & china; disposable service ware and pick-up/carry-out)

Vending

Vending may be included as part of this contract. The college does not own the existing pop machine.

If part of the contract, the food contractor will be responsible for timely stocking of machines, selecting and ordering product mix that will provide a variety of selections that meet consumer demand including healthy choices.

The College has no preconceived ideas as to how a management company can help it meet its operational objectives and financial goal of a profit and loss contract. Therefore, this section should be dedicated to as detailed a description as necessary to convince all concerned that your company has the human and program related resources necessary to achieve the above stated goals. This portion of the proposal response should address, but not be limited to, the following subjects:

- Number of persons to be assigned on a full or part time basis
- Management coverage in terms of day and hours
- Communication process and responsiveness to College community needs

In addition, the proposing contractor must provide a brief company/corporate history (to include any subcontractors).

Operation is to be full service the first day of spring session in January 2024.

Safety, Sanitation and Security

Please submit data to support the existence and quality of programs your company brings to the operation with respect to providing a safe, sanitary (with a particular emphasis on proper food handling) and secure food service environment.

Quality Assurance

Please submit a plan to provide quality assurance with respect to all aspects of the campus-dining program.

Creative Ideas

Please submit any creative ideas specific to the College or which are used in comparable noncommercial or retail situations to enhance food service participation not already presented in this proposal.

Financial Proposal

The College is interested in providing a food service program for as broad a segment as possible for its clientele. College management acknowledges its responsibility to effect and sustain a partnership role in meeting that goal. The College is requesting Contractors to propose a plan to meet this goal.

Counter-Proposals / Exceptions to RFP

Any counter-proposals, exceptions and/or additions to the RFP and contract terms presented in this document, no matter how minor, must be clearly identified and, if applicable, revised terms/conditions proposed. It will be assumed that the Contractor accepts all terms and conditions presented unless the exceptions are clearly stated in the proposal response. The College reserves the right to reject any proposed exceptions.

Facilities

Access to Premises - The selected Contractor shall have access to the premises at reasonable times, as determined and coordinated by the College.

Equipment / Facilities

Repairs, Maintenance and Janitorial - The Contractor shall be responsible for assuring the College that its employees, agents or designates are properly using and caring for the equipment and facilities assigned to it in the performance of its daily duties. The College, upon proof of proper use in accordance with all manufacturer specifications and recommendations, shall be responsible for making all repairs necessary to properly maintain and operate all College owned or purchased capital equipment, furnishings and building components. In the event that Contractor negligence has caused or significantly contributed to the breakdown, the College shall, at its option, require the Contractor to make and/or pay for the necessary repairs or replacements without charging such costs against the account.

Keys - The Contractor shall be responsible for accounting for the location of any keys or locking devices provided to the Contractor at the onset of the contract. The Contractor shall be responsible for the cost of replacement of lost keys. If the College determines that keys lost by the Contractor or its employees could compromise College building or campus security, the Contractor shall be responsible for paying all costs associated with re-keying designated locations.

Theft / Burglary - The Contractor shall be responsible for immediately reporting to the campus facilities lead any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Contractor shall be responsible for reporting to the College all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons that occur in or around the Premises.

Management and Personnel

Staffing - The Contractor shall maintain adequate staff on duty at all times to ensure a quality food service operation. In order to maintain a high quality of service, the Contractor shall be responsible for providing expertly trained, experienced and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment purchase specification assistance at the campus.

Minimum Training Standards - The Contractor shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest legal and generally accepted food service industry standards and best practices regarding sanitation and safety, and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times. The Contractor shall continually provide satisfactory training and development programs for employees at all levels of the food service operation. Regularly scheduled employee training meetings shall be conducted by the Contractor as a cost of doing business.

Employment Laws - The Contractor shall have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of its non-College personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examinations, permits and licenses.

Management Person/Team - The Contractor's on-site management person/team must have an appropriate amount of professional training, formal education, experience, interpersonal characteristics, and public relations skills to provide the expertise required for a high-quality retail (to include branding) and catering food service.

Unlawful Behavior - The Contractor is responsible for the on-campus behavior of all its employees. Said employees will abide by all rules and regulations that govern College employees. Infractions of those rules and regulations may result in the College requesting that the individual no longer be employed at the Contractor's College account.

Purchasing Standards

Minimum Standards - Food purchased by the Contractor for use in College food service facilities and elsewhere on campus shall be equal to or better than those specifications used at comparable type and sized Contractor accounts. An updated copy of those minimum purchase standards is to be provided the College as often as necessary.

Utilities

Costs Responsibility - The College shall be responsible, at its cost, for providing electricity, gas, water, sewer service, and air-conditioning, where applicable, for the campus food service program.

Utilities Provision - The College cannot guarantee an uninterrupted supply of water, electricity, gas or heat or air conditioning. However, the College shall take reasonable efforts to make restorations of the service following an interruption. The College will not be liable for any product loss that may result from the interruption or failure of any such utility services.

Energy Conservation - The College is committed to promoting and practicing responsible energy use and conservation. The Contractor shall assume responsibility for maximum utility/energy conservation. The Contractor shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items when the food service facilities are not in use or when business volume dictates a reduction in the use of utilities.

Telephone - The Contractor shall have access and use of the College's telephone system for making local calls.

Sanitation and Safety

Scope - The Contractor shall provide daily housekeeping, cleaning, preventive maintenance, and sanitation service that include necessary commercial equipment and supplies for all assigned food service areas. These facilities shall include, but not be limited to, production and serving areas, snack bars, carts, refrigerators, freezers, receiving and storage, trash and garbage, offices, hallways and stairs used by the Contractor. During the course of each business day, the Contractor shall have the responsibility to spot clean all dining areas, including microwaves, tables and chairs in the Student Centers. All food service areas from the servery back through and including the kitchen, storage areas and garbage bay shall be the sole responsibility of the Contractor. The College shall be responsible for the heavy cleaning, stripping, waxing and maintaining in good condition the floors, walls, windows, vents, ducts, ceilings, light fixtures, drapes and blinds in the food service and dining areas; insecticide and pest control service as frequently as required; and building and grounds maintenance as required (i.e. snow removal from entrances and parking lots; maintenance of plumbing, heating and air conditioning).

Cleaning Schedules - The Contractor shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat and sanitary appearance. Upon review and approval by the College, the schedules shall be posted and implemented within 30 days of the beginning of the Agreement.

Ventilation Hoods & Fire Suppression Systems - The College shall be responsible for contracting with a qualified firm to provide periodic cleaning of hood ducts, plenums, fans and related units as well as all fire suppression systems. The Contractor shall retain responsibility for the regular cleaning of all interior and exterior surfaces as well as the filters and the weekly cleaning of screens on exhaust hoods.

Holiday Closures - When the Food Service areas are closed for College vacations/holidays, these areas shall be left in a clean and ready-for-inspection condition.

Food Handling / Sanitation / Safety Practices - The Contractor's employees shall be neat and tidy in appearance and shall follow established mandated and food service industry best hygiene practices in the handling of food. The College requires that all food servers / preparers have their hair restrained in accordance with local health codes and must wear gloves at all times when handling food.

Linens & Uniforms - The Contractor shall be responsible for providing, cleaning and maintaining an adequate inventory of table linens, aprons, towels, and other related dining service linens. Employees shall be appropriately dressed (but not necessarily in uniform).

Employee Illness - The Contractor shall not allow any food service employees to work with known illnesses that are transmitted through the air or via the food products, equipment or other mediums such as open sores or other visible symptoms. Any contagious disease such as hepatitis or Norwalk virus must be reported immediately to the College's Contract Administrator as well as College medical and local Health Department authorities.

Pest Control - The Contractor shall coordinate its deep cleaning and pest control procedures with College building management and be responsible implementing and sustaining measures to prevent infestation in accordance with the College's pest control measures.

Conservation/Recycling - The Contractor is urged to purchase and promote the use of environmentally friendly post-consumer waste products. The College will provide recycling containers, and the Contractor is required to recycle waste when practical. In addition, the Contractor is encouraged to recycle food (wholesome food donations to local shelters, etc.), packaging, and other items to the extent that there are available markets and outlets for the products and which meet state and local sanitation and safety regulations.

Garbage - The College will provide for the removal of trash and garbage that has been delivered to the designated locations. The Contractor is responsible for transporting such garbage in a clean/sanitary manner. The cleanup of any spills or bag/leaks will be the immediate responsibility of the Contractor. The Contractor will be responsible for scheduled removal of used grease dumped in the grease container located in the College's garbage bay. The Contractor will be responsible for the cleaning and sanitizing of all grease traps.

Accident Prevention - An aggressive program of accident prevention and safety education shall be adopted and implemented by the Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment.

Accident Reporting - The Contractor shall immediately report fires, unsafe facility/equipment conditions, thefts, and security hazards to the campus dean. The Contractor shall immediately fix and/or report any citations by local, state or federal agencies or those identified by College representatives for unsafe conditions.

Fire Prevention - The College shall furnish and maintain fire extinguisher equipment and supplies. Contractor shall notify the campus dean immediately after any fire extinguisher use or discharge.

Campus Sanitation Inspections - The Contractor shall permit unrestricted access to its food service facilities at any time by its employees or authorized representatives. Copies of all inspection and follow-up/corrective action reports shall be submitted to the College immediately upon completion.

Equipment - Inventory, Procurement, And Repairs

Capital Equipment - The College shall be responsible for providing the existing capital equipment and replacing said equipment that is worn beyond repair and/or obsolete, as well as purchasing additional capital equipment deemed necessary and approved by the College.

Inventory - Prior to the start of the Agreement, College and Contractor representatives shall jointly inspect and assess the condition/relative useful life of all capital and expendable equipment included within said

inventory. At the College's discretion, such inventories will be conducted no less than annually throughout the life of the Agreement.

Office Space and Furniture - By mutual agreement, the College will provide existing office space at no charge to the Contractor. The Contractor shall be responsible for maintenance of such space in good condition and repair. The Contractor at its own expense shall furnish any office furniture not included as part of the current capital inventory.

No Implied/Express Warranties - With respect to the equipment provided by the College, the College does not make any implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Contractor shall have the benefit of any warranty or guarantee given the College by the manufacturer or the seller of the equipment.

Contract Termination Inventory - On termination or expiration of the Agreement, the College and Contractor shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and non-expendable supplies and equipment to the College in as good condition as at the start of the Agreement, ordinary wear and tear and loss or damaged by fire, flood and other perils covered by extended coverage insurance excepted. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the Contract.

Office Equipment - The Contractor shall provide office equipment such as computers, printers, copy/fax machines, calculators and similar items.

Contractor Purchased Equipment - The Contractor shall provide, at its own cost and expense, any other equipment not provided by the College that the Contractor deems necessary to implement its concept. The installation of Contractor-owned equipment shall require the prior written approval of the College.

Marketing

Advertising & Promotion - The Contractor shall regularly implement advertising and promotional efforts to increase the visibility and image of each campus' food service program. The College campus shall reasonably cooperate with the Contractor in promoting and merchandising services and products to attract more customers and more fully utilize the food service. The Contractor shall provide catering menus, daily, weekly, monthly menu calendars and related information brochures and newsletters to the designated college staff person, for inclusion on the College website.

Approval - All advertising and promotional efforts shall be coordinated through, and reviewed by the College or college designee prior to publication and distribution, and shall be limited to campus media intended for students, staff, guests, and faculty.

Other College/Campus Promotional Efforts - College-wide or individual college campus food service promotional materials may be included in College or promotional mailings so long as this inclusion does not materially affect mailing costs. Other materials, produced, printed, and mailed at the Contractor's cost, must first be approved in writing by the College.

Marketing Costs - The Contractor shall be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles.

Service Standards

Hot Foods - Hot foods are to be served hot (above 135 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).

Garnishes - All food shall be garnished for attractive presentation whenever possible.

Freshness - Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served.

Food Availability - All serving stations and bars are to be kept well stocked during all designated serving times.

Product Identification - Food items at the serving stations shall be readily identifiable with attractive and individual labels noting the name and price of each. Labels shall comply with current Federal, State and Local law.

Food Wrappings - Appropriate wrappings for foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable. All Contractor prepared and wrapped food items must be labeled with the name of the item, portion, price and date prepared.

Bank Credit, Debit and Check Guarantee Cards - The Contractor must have adequate cash registers that are capable of accepting legitimate bank issued credit, debit and check guarantee cards. The Contractor may, within reason, establish a minimum purchase amount (but no higher than \$5.00) as a threshold to use such cards.

General Catering

Scope - The Contractor shall provide a catering program for College-approved functions such as receptions, banquets, private parties, refreshment service, carryout service and other special events during the school year. The College reserves the right to contract with other vendors for events but will give the food contractor the first option. The catering program should reflect the diverse needs of students, faculty, administrators, staff and visitors in its service menu. It is important that catered functions for these groups be of the highest professional standards featuring quality service and appropriate ambiance.

Minimum Standards - Catered service procedures, operational requirements and menus shall be comparable to, or at least as good as, those currently in effect. The Contractor shall provide three levels of service for catering:

- table linen,
- paper and disposable, and
- pick-up / carry out.

A complete catering guide to menus, prices, portions servings, catering policies, minimums, additional charges, etc. shall be submitted to the College for approval prior to the start of the Agreement.

Non-College Groups - Catering provided to non-College groups that come to the campus for meetings, conferences and events, will be billed by the Contractor and collection for such events is the sole

responsibility of the Contractor unless some other campus entity is acting as the organizing/sponsoring representative for that group.

Catering Guides - Catering brochures/guides and prices are to reviewed and updated at least annually. Copies of the catering guide shall be printed in sufficient number and distributed by August 1st of each year. The Contractor shall be responsible for cost, production, and distribution.

Space Commitments - The College shall control the space commitment and scheduling of authorized catered events. The Contractor shall consult on and coordinate the menu, details of services required, and advise on effective program arrangements with the individual of department requesting catering service

Staffing - the Contractor shall provide a sufficient number of qualified, trained staffs to service the events, take, and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.

Management - The Contractor shall identify a minimum of one member of its management team, who has training for this type of service, to act as a catering coordinator who will be responsible for all aspects of catered events. This person's other duties should not conflict with these responsibilities.

Non-Solicitation - The Contractor is strictly prohibited from soliciting non-related catering off-campus. However, the Contractor is encouraged to accept all such non-College related business that is requested by outside groups and held within the College's cafeterias or elsewhere on one or more of the campuses. The College reserves the right to approve all such business.

Cash/Ticket Collection - The Contractor shall be responsible for receiving and accurately accounting for admission charges or collection of tickets for catered events where specified by the event sponsor or host.

Catering / Meeting Room Set Up and Cleaning - The College in coordination with the Contractor will assume operational and financial responsibility for setting up and tearing down each scheduled event. The Contractor will, however, be responsible for spot cleaning prior to and between events.

Equipment Removal/Clean-Up - All catering equipment and supplies must be removed from the catered service site and all clean-up activities completed immediately following the event.

Use of Other Caterers - The Contractor will be the preferred caterer for the College. The College reserves the right to obtain additional proposals for catered events.

The College reserves the right to confirm meal counts 48 hours before a catered function. Cancellations of catered functions may also be made 48 hours before the event.

Price Increases

Timing - after the first year of the Agreement, the College will consider requests for retail and catering price adjustments for the ensuing year no later than July 15th for potential implementation on or about August 15th of each contract year.

Basis - Prices shall be competitive, if not lower than with comparable menu items served by local commercial food operators and by other local area educational institutions. The College reserves the right

to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, the College will not unreasonably deny price increases.

Taxes

Contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. Contractor shall hold harmless and indemnify the College from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities hereunder.

Physical Security of Cash

The Contractor shall exercise maximum-security control over all cash, charge and sales transactions. The College shall not be responsible for theft or loss of the Contractor's cash or property.

Checks & Bank Credit/Debit Cards

The Contractor may accept personal checks at its own risk. The College will not be responsible for or assist in any way with the collecting dishonored checks. The Contractor shall, however, work with the College to establish a system that will allow the Contractor to accept credit and bank debit cards for purchases. The Contractor may establish a minimum transaction charge for bank credit/debit cards.

Vendor agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. Vendor can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml .

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 Colleges and Universities and [College or University] and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

Billing and Payments

The timeline for any payments due the Contractor or the College will be identified in the negotiated agreement.

The Contractor is to bill the College or requesting department for all food, beverage and service charges contracted for.

No Advance Payments - The Contractor will operate on its own credit and provide its own cash banks/reserves, with no advance payments from the College.

Vending

The College is requesting proposal responses that include the provision of a fully integrated vending program.

General Description of Campus Vending Locations

The successful Contractor will be granted the exclusive right and license to provide food, beverage, select sundry items and related services through vending machines located in the food service areas as determined and specified by the College. Services to be provided include, food, snacks and beverages. A Contractor's proposal must include a comprehensive list of all product offerings that will be vended and the prices to be charged for each product.

The College retains and reserves the right to change policies and renovate facilities throughout the life of this Agreement and with such changes the location and number of vending machines may increase or decrease and such increase or decrease shall not be considered a default of this Agreement.

Product Prices

The selling price of all vending merchandise shall be competitive with average vending prices charged in the surrounding area. In addition, all vending prices shall take into account the prices charged in Contractor and College operated retail units.

Hours of Operation

Vending machines are to be operational during all hours that buildings are opened. As a rule, all classrooms/student facilities are open five (5) days per week.

Equipment

All vending machines are to be furnished by the Contractor. The College must approve all vending equipment prior to its installation. All equipment in each area shall be modular in height, uniform in appearance, aligned and bolted together for the neatest possible appearance. The equipment shall be equipped with a mechanism accepting any combination of nickels, dimes, quarters and one-dollar bills.

All machines must meet the standards established as part of the U.S. Public Health Service Model Food Code and have the approval of Underwriter's Laboratory, Inc., the National Sanitation Foundation and National Automatic Merchandising Association (NAMA) as well as all other relevant code/licensing authorities. All machines must be equipped with product sale/cash receipt audit/metering devices that comply with NAMA Data Transfer Standard (EVA-DTS / Version 5.0).

The general requirement for vending machines is that machines will be multiple issuing units of state-of-the-art (recent) design and of the style and size that are best suited to the given location. Machines may include: hot beverage units (cup, fresh brewed coffee, chocolate, etc.); refrigerated milk and concentrated fruit juices and soda; ice cream and/or frozen food items (for microwave rethermalization); and snacks, chips, pastries and candy. If permitted by the vending machine manufacturers, all vending machines are to be equipped with power saving devices.

All capital expenditures the successful Contractor makes to carry out the Agreement is a business risk the Contractor must assume. The College will not be obligated to reimburse unamortized capital expenditures

or renew the Agreement if the Contractor is unable to recoup his capital expenditures during the term of the Agreement.

The College reserves the right to require the successful Contractor to alter product offerings to accommodate the requests of campus community members. The successful Contractor must be willing and able to comply with such requests.

Maintenance and Repair of Facilities

The successful Contractor shall be responsible for the frequent cleaning and servicing of all vending equipment and the routine cleaning of all vending areas including the removal of empty cardboard cartons to the designated recycling on campus receptacles. In all vending areas the Contractor is expected to conscientiously attend to spills.

Maintenance of Equipment

The College is not responsible for the maintenance of, or repair of, vending equipment.

Utilities, Garbage Removal, Vermin Control, Advertising, Signs, and Parking

The College shall furnish and maintain the necessary utility connections and services at the location designated for the operation of vending machines.

The College shall not be responsible for any damage to merchandise, vending machines, or other equipment in case of vandalism, break in, or burglary, power failure, or other acts beyond the control of the College. The College does not guarantee uninterrupted service in providing any utility. The Contractor agrees to hold the College harmless from any loss or damage that may arise as a result of the failure of any utility service. The Contractor agrees that, in the event of a power or refrigeration failure that might result in damage to perishable products, no such products shall be vended or sold until the Contractor has verified that the product is acceptable for human consumption.

The Contractor shall cooperate and assist the College in maintaining effective vermin control measures in all vending and vending storage areas. The College reserves the express right to charge the cost of any special vermin control services to the Contractor's if such infestation was a direct or indirect result of the Contractor's and/or subcontractor's negligence.

The Contractor agrees that the name of the College shall not be used in any way, including paper cups, paper plates, napkins, vehicles, condiments, etc., unless approved in writing by the College.

The Contractor shall not erect, maintain, or display any signs without the written approval of the College.

The Contractor will comply with all applicable parking regulations during stocking, collection, and equipment repair.

Repairs and Alterations

The Contractor shall be required to repair, rebuild, and repaint all or part of the premises which may be damaged or destroyed by an act or omission of the Contractor, and shall return the premises, upon expiration or termination of the Agreement, to the College in the same condition that existed at the commencement of the Agreement except for normal wear and depreciation. Repair service must be given within twenty-four (24) hours of notice of faulty equipment. If the machine cannot be repaired with this

time, arrangements are to be made with the College to have the machine removed and replaced. The Contractor will provide to the food service contract administrator and the College's Security Office after-hours telephone number(s) for all area management representatives authorized to respond to emergencies.

The College shall have the absolute right to make any repairs, alterations, or additions to the buildings free from any and all liability to the Contractor herein for loss of business or damage of any nature whatsoever occasioned during the making of such repairs, alterations or additions. The respondents are required to evaluate the current vending program and include recommended changes in all proposals submitted. These recommendations, and their cost, will be considered in the evaluation process.

Destruction of Premises

In the event that any building used by the Contractor is totally or partially destroyed by fire or other perils, the College shall have the right to eliminate the facility without impacting this Agreement or to rebuild the building or buildings at its own discretion without creating any liability to the Contractor.

Products

It is expressly understood and agreed that the College has the exclusive right to approve all items to be sold and determine if and when such items are unsuitable. The Contractor shall immediately discontinue the sale of any such items upon written request by the College.

The College reserves the right to have the Contractor comply with special requests to stock certain items at specific locations on the campus.

Refunds

Whether operated by the Contractor or subcontractor, refunds due to machine malfunctions and spoiled/damaged product are to be available at all times from vending route persons and from all cash operations upon request.

Vendors must submit the following information:

1. **Adherence to Minnesota State Terms and Conditions:** A statement of the objectives, goals, and tasks to show or demonstrate the vendor's view and understanding of the nature of the contract.
2. **Work Plan:** A description of the deliverables to be provided by the vendor along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing.
3. **Qualifications of Vendor and its Personnel:** An outline of the vendor's background and experience with examples of similar work done by the vendor and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal

contact information, please clearly indicate in the proposal that personal contact information is being provided.

4. **Cost/Value:** Identify the level of the participation of Minnesota State in the contract, as well as any other services to be provided by Minnesota State, and details of cost allowances for this participation. Terms of Payment

Payment shall be made by Minnesota State promptly after Vendor's presentation of invoices for services performed and acceptance of such services by an authorized representative of Minnesota State. All services provided by the Vendor pursuant to the resulting contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The Vendor shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

Required Documents and Forms

1. Affidavit of Non-Collusion. **All** vendors must complete the [Affidavit of Non-Collusion](#) and submit it with the response.
2. Conflicts of Interest. 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 is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.
3. Workforce Certificate. For all businesses with **40 or more employees** and a contract is estimated to be in **excess of \$100,000**, vendors are required to complete the Minnesota Department of Human Rights [Workforce Declaration Page](#) and submit your certification with the response (including extension options).
4. Equal Pay Certification. For all businesses with **40 or more employees** and a contract is estimated to be in **excess of \$500,000**, vendors are required to complete the Minnesota Department of Human Rights [Equal Pay Declaration Page](#) or claim exemption prior to contract execution. Submit your certification with the response (including extension options).
5. Preferences for TG/ED/VO Businesses and Individuals. If applicable, eligible certified TG/ED/VO businesses will receive preference in the evaluation of its cost proposal as outlined below. Submit your certification with the response.

Selection Process

The selection process includes a committee of staff and faculty on the campus. This group will evaluate the proposals and make the final decision.

RFP Evaluation Factors

The following factors and their identified weight will be used by Minnesota State to evaluate the responses:

No.	Evaluation Factors	Weight
1.	Adherence to Minnesota State Terms and Conditions	10%
2.	Work Plan	30%
3.	Price/Cost	25%
4.	Qualifications of 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)	25%
5.	Completeness, thoroughness and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above	10%
	Total	100%

Minnesota State reserves the right to name a date which all responding Vendors will be invited to present demonstrations or participate in an interview.

Minnesota State 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.

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.

Supplier Diversity

In accordance with Board Policy 5.14, Minnesota State is committed to enhancing and optimizing business and contracting opportunities that promote economic growth and prosperity in the communities we serve. We are committed to developing mutually beneficial relationships with historically underutilized minority-owned, women-owned, and disability-owned business enterprises. The goal is to ensure that diverse suppliers that satisfy our procurement and contractual standards have opportunities to provide goods and services system-wide. Suppliers are encouraged to complete and submit the [Supplier Diversity Form](#) with their RFP, which will be used to confirm eligibility based on their status and/or commitment to meeting the stated diversity goal for the specific project.

Preference to Small TG/ED/VO Businesses and Individuals

In accordance with Minnesota Rules, part 1230.1810 and Minn. Stat. §16C.16, the basis of award is that of a certified prime TG, ED, and VO business or individual will receive a six percent (6%) preference. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract. The points are applied to the final cost of the evaluation of the project. Eligible, verified, small businesses currently listed in the [Directory of Certified TG/ED/VO](#) are eligible for the preference.

Vendors interested in becoming a certified should refer to the [Office of Equity in Procurement](#) with the State of Minnesota.