MINNESOTA STATE COLLEGES AND UNIVERSITIES

Southwest Minnesota State University

REQUEST FOR PROPOSAL (RFP)
FOR

Bookstore Services
At
Southwest Minnesota State University

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Southwest Minnesota 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 https://www.minnstate.edu/vendors/index.html. 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.
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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is 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 Colleges and Universities, please view its website at www.minnstate.edu.

Southwest Minnesota State University is a fully accredited liberal arts institution, the youngest of the seven four-year universities within the Minnesota State Colleges and Universities system. Southwest Minnesota State University is fully accessible and offers 48 undergraduate majors, 46 minors, four associate degree majors and four master’s programs. A number of “two-plus-two” programs with community colleges within the Minnesota State College and University system makes it seamless to move from an associate degree to a bachelor’s degree at Southwest Minnesota State University. The University enrolls approximately 7,900 students in its undergraduate, graduate, and College Now programs encompassing the liberal arts, interdisciplinary studies and applied fields. The University is a member of the Minnesota State Colleges and Universities System and has a faculty and staff of about 400. For further information about the University, see our web site at: www.smsu.edu.

Nature of RFP

Southwest Minnesota State University is requesting proposals from qualified companies to operate and manage a bookstore at Southwest Minnesota State University. This RFP is undertaken by Southwest Minnesota State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following:

a. Expressed understanding of proposal objectives

b. Quality/Comprehensive Proposal

c. Qualifications

d. Cost/Value to Southwest Minnesota State University
Selection Process

The selection panel includes an Ad Hoc Southwest Minnesota State University Bookstore RFP Committee consisting of the Associate Vice President for Student Affairs, the Vice President of Finance and Administration, the Director of Business Services, the Purchasing Director, one SmSUFA representative, one ASF representative, one classified representative and two student representatives. The ad hoc committee will evaluate the proposals and make a recommendation for the Vendor selection to the President of the School.

All complete proposals received by the deadline will be evaluated. An interview or site visit(s) of present locations where responders occupy may be part of the evaluation process.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>Tuesday, March 17, 2020</td>
<td>Notice Published on Dept. of Administration Website and RFP available on School’s website</td>
</tr>
<tr>
<td>Monday, March 23, 2020 by 2:00 PM</td>
<td>Deadline for Vendor questions regarding RFP</td>
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<tr>
<td>Friday, April 3, 2020 by 2:00 PM</td>
<td>Responses to Vendor questions provided to each participant and posted on the School’s website</td>
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<tr>
<td>Friday, April 17, 2020 by 2:00 PM</td>
<td>Submission deadline for RFP proposals</td>
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<tr>
<td>April 20 – April 24, 2020</td>
<td>Review and evaluation of proposals</td>
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<tr>
<td>April 27 – May 1, 2020</td>
<td>Interviews (if necessary)</td>
</tr>
<tr>
<td>May 4, 2020</td>
<td>Complete selection process and award</td>
</tr>
<tr>
<td>May 20, 2020</td>
<td>Fully executed contract with vendor</td>
</tr>
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</table>

Commission on Bookstore Sales

As part of this leasing agreement, the University expects the successful Vendor to pay a commission on sales. This commission is used by the University to fund non-need based scholarships and to pay rent to the School’s Student Union. 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.

Contract Term

Southwest Minnesota State University desires to enter into a contract with the successful Vendor(s) effective July 1, 2020. The length of such contract(s) shall be five (5) years. If Southwest Minnesota State University and the Vendor are unable to negotiate and fully executed contract by May 20, 2020 then Southwest Minnesota 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 Southwest Minnesota 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.

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 Southwest Minnesota State University.
- **School:** Southwest Minnesota State University
- **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 Southwest Minnesota 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 School’s Vice President of Finance and Administration.

**Entire Agreement**

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

**Deviations and Exceptions**

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the Vendor's letterhead stationery, signed and attached to the proposal submittal.
page(s) where relevant. In the absence of such statement the Vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A Vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that Vendor's right to raise the issue later in any action or proceeding relating to this RFP.

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 Southwest Minnesota State University and the Vendor.

Prices and terms of the proposal as stated 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 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 Southwest Minnesota 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. Southwest Minnesota State University also reserves the right to waive minor informalities and, notwithstanding 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

Southwest Minnesota State University

Section III. Vendor Requirements

The successful bookstore company shall provide the University community with the merchandise and services of a top quality academic campus bookstore. The School seeks innovative ideas from Vendors for meeting the textbook and course material needs of our university. In meeting this objective, the successful Vendor shall:

a. Supply in a timely manner a sufficient quantity of all required and recommended, or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, open educational resources (“OER”) and make available all content in-store or online.

b. Furnish a wide selection of current trade, academic and technical literature in support of academic disciplines at the University.
c. Provide timely response to special order literature and other instructional materials.

d. Maintain price levels competitive with other campus based bookstores and a strategy to provide affordability for our students.

e. Provide for authorized students to make purchases in the Store and charge on their accounts. The successful bidder will make a proposal as to cost sharing of any unpaid accounts receivables in association with these charges.

f. The Store’s normal hours of operation and holiday closing schedule shall be as approved in writing by School 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. The current store is operated twelve (12) month per year and six (6) days per week.

g. As approved by the School, Vendor shall have the exclusive 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 School 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(s).

h. Provide an interactive, easy to navigate, website with an electronic ordering system to enable students, University employees, alumni, and friends of the University to purchase books, materials merchandise on-line.

i. Offer a significant selection of soft goods such as office and art supplies, incidental household goods, personal care items, University insignia wearing apparel and memorabilia, and such other related items including ethnic products needed in a culturally diverse community.

j. Participate in the academic, cultural and social environment of the University and take every opportunity to offer special merchandising and/or assistance based on the University’s ongoing and unique activities. It is essential that members of the academic community view the bookstore as more than just a retail center which exists for the sole purpose of making a profit. The bookstore should actively enforce its image as a partner in the academic enterprise.

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

l. In its operation of the Store, Vendor shall pay its bona fide financial obligations to School and to third parties in a timely manner.

m. 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.

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

o. Shall abide, and require its employees to abide, by applicable School regulations and policies. School shall provide Vendor with copies of applicable policies, and timely inform Contractor of any changes.
p. Shall abide by all federal and state statutes and guidelines dealing with textbook price containment and reduction initiatives. Vendor shall abide by all federal, state and local laws applicable to its operation.

q. 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

r. 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 Southwest Minnesota State University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

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

t. Vendor will make its corporate representatives reasonably available to School to discuss and resolve any operational issues.

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

v. Shall convene and participate as an ex-officio member in a Bookstore Advisory Committee, consisting of student, faculty and staff membership. Meetings to discuss concerns on bookstore services and policies shall be held on a regular basis.

w. Vendor will extend credit to School and/or Government Agencies for students that have written authorization from the School and/or Government Agencies stating that the School and/or the Government Agencies will pay for their books and supplies. As determined by the School, School will furnish to Contractor all appropriate information related to such extension of credit to School and/or governmental agencies. The School will pay all School accounts within 60 days of invoice, or will pay applicable late charges as limited by state law.

x. Agrees that the School may permit a student-sponsored book exchange (no third party(ies) engaged) to operate on School facilities.

y. Will ensure that all book and store related deliveries occur at the appropriate location to be designated by the School.

z. Vendor shall comply with logo licensing agreement as entered into by the School. In addition, Vendor will abide all non-competing agreements the School signs into. Such as; dining services, vending, or “pouring” rights.
Information Contact

Southwest Minnesota State University’s agent for purposes of responding to inquiries about the RFP is:

Name: Christy Johnson
Title: Buyer 2 & Purchasing Clerk
Address: 1501 State Street IL 139
Marshall, MN 56258
E-mail Address: Christy.Johnson@SMSU.Edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Southwest Minnesota 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.

Section IV. Response Evaluation

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

a. Expressed understanding of proposal objectives 10 points

b. Quality/Comprehensive Proposal 40 points
   • Detailed description of management processes and procedures.
   • Textbook programs (for example, e-book, textbook rental, on-line sales, buyback plans, class packs, print on demand, etc.).
   • Knowledge, understanding and use of Open Education Resources (OER).
   • Organizational structure with regards to the textbook arm of business.
   • Express delivery of service methods (sales/marketing/communication strategies).
   • Sales and Promotions related to wearing apparel, imprinted inventory, novelties, trade books, etc., including web sales, opportunities and offerings.
   • Proven successful customer services practices, flexibility in sourcing to meet specific book, clothing and merchandise requests.
   • Involvement in the educational mission.

c. Qualifications 20 points
   • Knowledge, resources and tools to keep up with industry standards and deliverables based on the customer demand: address staffing resources, tools and support available to potential on-site management with regard to industry standards and law requirements.
   • Awareness and understanding of School’s academic programs, including methods of delivery.
   • Demonstration of management’s approach to timely business practices while instructional and staffing changes are determined from semester to semester.
   • Experience, including current and prior agreements with Minnesota State Colleges and Universities (provide length of contract at each institution).
   • List of industry-specific software and programs that will be available to students and faculty for the purchasing of books, software, and other items needed for class requirements.
• List of bookstores currently managed.
• Provide a minimum of three references with contact information and brief description of Vendor's relationship with each reference.

d. Cost/Value to Southwest Minnesota State University 30 points
• Detailed description of proposed commission rate to be paid to School
• Other financial and capital investments that may be proposed.

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

Southwest Minnesota 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. Southwest Minnesota 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 Contractors

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

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

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either Southwest Minnesota State University or the Vendor.

Affidavit of Non-Collusion

All responding Vendors are required to complete the Affidavit of Non-Collusion form and submit it with the response.

Human Rights Requirements

For all contracts estimated to be in excess of $100,000 all responding Vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between
these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155.” All responding Vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Equal Pay Certificate

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

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-Owned Preference

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

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

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

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

Insurance Requirements

A. The selected Vendor will be required to submit an ACORD Certificate of Insurance to the Southwest Minnesota 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 subcontractor to provide workers’ compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.

2. Commercial General Liability. The Vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

   $2,000,000.00 per occurrence
   $2,000,000.00 annual aggregate
   $2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Products and Completed Operations Liability
   Blanket Contractual Liability
   Name the following as Additional Insureds:
   Board of Trustees of the Minnesota State Colleges and Universities
   Southwest Minnesota 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 subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

   $2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The Vendor will be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor’s professional services required under this contract. The minimum insurance amounts will be:

   $2,000,000.00 per occurrence
   $2,000,000.00 annual aggregate
Any deductible will be the sole responsibility of the Vendor and may not exceed $50,000 without the written approval of 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. Southwest Minnesota State University 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 Southwest Minnesota State University and copies of policies must be submitted to Southwest Minnesota 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 requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The Vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State, its schools and the System Office in accordance with the contract and
as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when 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 school’s chief financial officer or the System Office’s Business Manager that must include a description of the action which the Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve 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.

In performance of the contract, the Vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13
relating to confidentiality of information received as a result of the contract. The Vendor agrees that it, its
officers, employees and agents will be bound by the above confidentiality laws and that it will establish
procedures for safeguarding the information.

The Vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and
of the possible penalties imposed by violation of these laws. The Vendor agrees that neither it, nor its
officers, employees or agents will disclose or make public any information received by the Vendor on
behalf of Minnesota State and Southwest Minnesota 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
Southwest Minnesota 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.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than Friday, April 17, 2020 by
2:00pm:

- Institution: Southwest Minnesota State University
- Name: Christy Johnson
- Title: Buyer 2 & Purchasing Clerk
- Mailing Address: 1501 State Street, IL 139
  Marshall, MN 56258

The responder shall submit seven (7) copies of its RFP response and two (2) jump drives with the RFP
response in 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.

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

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.

Proposal Content

Failure to submit proposals in accordance with the RFP requirements will be grounds for rejection.
Responses to this RFP must be presented in the same order as in the RFP, item by item. Where no specific response is deemed necessary, please simply indicate Vendor’s awareness and understanding of the requirement.

All required forms, tables, and attachments to this RFP must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable, and attached to the Vendor’s proposal upon submission.

The Proposal Offering Form must be signed in blue ink by an authorized member of the firm and proof of authority of the person signing must accompany the response.

Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.

In presenting a proposed solution, Vendor should be as thorough and detailed as possible so that the School may properly evaluate the Vendor’s capability to provide the required services. The Vendor must clearly state in the proposal any exceptions to, or deviations from, the specifications, terms, and conditions.

Vendor remains solely responsible for the accuracy of the proposal as to system performance, material quality and material quantity. Vendor should clearly indicate any items to be used in its implementation that are expected to be provided by the School.

Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

The School reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the School.

All costs associated with the service proposed must be made explicit in the Vendor’s response. Any costs incurred by the Vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the Vendor’s response, shall not be payable.
STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the ________________________ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: __________________________________________

Authorized Signature: _____________________________________________

Date: __________________________________________________________

Subscribed and sworn to me this ________ day of ___________

Notary Public: _________________________________________

My commission expires: ________________________________
NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that Minnesota State will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over $100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over $100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a $150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of $150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.
State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

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

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____________________________ Date _____________________________

Authorized Signature: ___________________ Telephone number: ___________________

Printed Name: ___________________________ Title: _____________________________

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

Affirmative Action Certification Page, Revised 6/11 – MDHR
The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of $100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to 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, St. Paul, Minnesota 55155.

By signing this statement the Vendor certifies that the information provided is accurate.

NAME OF COMPANY: ______________________________________________

AUTHORIZED SIGNATURE: _________________________________________

TITLE: ____________________________________________________________

DATE: ____________________________________________________________

Revised 1/22/09
Equal Pay Certificate Application

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

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

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

Signature    Print Name     Date

__________________________________________

Business Name    Business Address
In accordance with Minn. Stat. §16C.16, subd. 6a, 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.