

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## Rainy River Community College

### REQUEST FOR PROPOSAL (RFP) FOR Food Service

**SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees Rainy River Community 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. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on Rainy River Community College Website [www.rainyriver.edu/news](http://www.rainyriver.edu/news). 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.**



## **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 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](http://www.minnstate.edu).

Rainy River Community College was founded in 1967 by a group of dedicated individuals who wanted post-secondary education offered in International Falls at the heart of Minnesota's north woods. Rainy River offers an on campus living experience located just off the main campus called, "Rainy Hall." On average Rainy Hall's occupancy rate hovers around 70 students for the Academic Year. Each student who lives on campus is required to purchase a meal plan of at least \$400/semester. Students can also decide to opt for the \$600 or \$800 meal plan options if they so choose. Rainy River Community College hosts an average of 270 students and another 40 faculty and staff on any given day.

### **Nature of RFP**

Rainy River Community College is requesting proposals for food services that provide for the needs of students and employees for well-balanced food options at an affordable price. The food services should be inviting, responsive to the needs of the students and employees, and serve as a positive force in attracting and retaining students and community support.

Consideration of proposals will only be made if responder(s) are inclusive of onsite food services and catering of a comprehensive food service operation. Additionally, the contract shall not be subcontracted or assigned without prior written permission of the College.

This RFP is undertaken by Rainy River Community College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, Rainy River Community College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Rainy River Community College's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Rainy River Community College 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 Rainy River Community College. This RFP shall not obligate the Rainy River Community College 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.

### **Selection Process**

The selection process includes Purchasing & Auxiliary Services Supervisor and a work group including faculty, staff and students. This group will evaluate the proposals and make the final decision.

## **Selection and Implementation Timeline**

Friday, May 10	Publish RFP notice in <i>State Register</i>
Tuesday, May 28	Conduct vendor conference for Q & A
Monday, June 18	Deadline for RFP proposal submissions
Thursday, June 20	Review RFP proposals
Wednesday-Thursday, June 26 – 27	Meet with individual responders
Tuesday, July 2	Complete selection process
Wednesday, July 31	Deadline for executing contract

## **Contract Term**

A. Duration: Rainy River Community College desires to enter into a contract with the successful vendor(s) effective August 26<sup>th</sup> 2019. The length of such contract(s) shall be three (3) years. If Rainy River Community College and the vendor are unable to negotiate and sign a contract by July 24, 2019 then Rainy River Community College reserves the right to seek an alternative vendor(s).

B. Contract Coverage: Proposals will be accepted for consideration only if they are inclusive of onsite food services and catering of a comprehensive food service operation. Additionally, this contract and any part thereof shall not be subcontracted or assigned without prior written permission of the College.

C. Contract Cancellation: This contract may be canceled by the College, with cause, immediately. Cancellation by the College or contractor at any time, without cause, upon sixty (60) days written notice to the other party.

## **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 Rainy River Community College 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 60 days written notice, with or without cause.

## **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 Rainy River Community College.

School: Rainy River Community 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 Rainy River Community College 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 College Provost or NHED President.

## **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.

## **Pre-award Vendors Conference**

Rainy River Community College will hold a pre-award vendor conference for interested vendors to answer questions on Tuesday, May 28, 2019 from 1:00-3:00 p.m. CST in Student Center – Cafeteria (Enter in Door Number 5, Room Number SC-120). The RFP will be reviewed and an opportunity to tour the food service location will follow the discussion. A question and answer session will follow the tour. Any subsequent visits must be by appointment only. Please contact the College contact listed below for appointments. The College reserves the right to limit use of photographic equipment during the pre-proposal tour and conference. Students are not to be included in any photographs.

## **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 Rainy River Community College 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 (MnSCU) system, its Board of Trustees or Rainy River Community 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. Rainy River Community College 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**

Rainy River Community College

## **Section III. Vendor Requirements**

1. Utility services as may be reasonable and required for the efficient performance of the contract shall be furnished by the college.
2. Onsite food service hours may vary during the academic year at the College. Future hours are set by agreement between the Rainy River Community College and the Food Service provider.
3. The manual food service will operate within the official school calendar and will be open every day the college has classes and/or exams.
4. The College is requesting a breakfast menu be available each day the onsite food service line is open.
5. Additional hours will be provided for special functions when the college deems it necessary.
6. The food service line will include, but is not limited to:
  - A. A variety of hot grilled and non-grilled luncheon selections
  - B. Low-fat and healthy food choices
  - C. Deli-sandwiches / Salad (take-out)
  - D. Daily Specials
7. Weekly menus should be published and/or posted. The vendor will provide notice of any intended price increase for the upcoming school year by August 1st.
8. Food presentation should be aesthetically pleasing, and "extras" such as bakery items, fruit, condiments, eating and serving utensils, etc. should be conveniently located to be conducive to traffic flow and accessible to wheelchairs.
9. Ethnic heritage months will be observed by offering foods and beverages associated with those groups.
10. Food and beverage catering service for select college and outside group-sponsored functions such as banquets, receptions, conferences and/or other special events may be provided by the food service contractor upon request. Pricing should be competitive with catering services offered in the area. The College shall provide purchase order number(s) to the contractor. The College shall be billed directly for, and shall be responsible for, the collection of amounts due from the college-sponsored functions. Please provide a cost structure that separates catering services and non-catering services.

## Vendor Background Information

The following information from the vendor shall be included in the proposal:

1. Name and address of the operation company and the primary activity (type of business) in which your firm is engaged and what secondary activities, if any, in which it is engaged.
2. The duration and extent of experience in the operation of manual, catering, and satellite food services. Explain in detail.
3. Provide a list of similar operation and locations where you are or have operated manual, catering, and satellite food services. List the length of time, name, address, average gross sales per month, and the phone number or e-mail address of the contact person at each operation.
4. Has your firm terminated, or had any contracts terminated with, a company, or installation during the past 24 months? If so, identify the name, address, contact individual, and telephone number of that company or installation.
5. Provide a complete balance sheet and income statement for your last fiscal year of operation. Certification of this report by a **CPA** may be required.
6. Within the last three (3) years has your company filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
7. Is your company now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?

Responders should describe the history of the company and the history of its specific involvement with food service.

Responders 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 contemplated in this **RFP**. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

## Management Plan of Organization and Performance

The following information is required:

1. Organizational Structure
  - a. Provide an organizational chart covering your proposed organization. Include functional statements of primary organizational elements and proposed staffing by job title, job classification categories, number of employees.
  - b. Delineate the authority the senior on-site manager will have for the management of this contract. Specify the matters that the manager will be required to refer to the "home office" for decision. Who will assume the authorities of the senior on-site manager during their absence and what, if any, will be the restrictions on such authorities?
  - c. How does your proposed on-site organization relate to the company organization?
  - d. Will the senior on-site manager be required to engage in other company activities? If so, what type and to what extent?
2. Performance Plan
  - a. How do you plan to staff promptly with qualified people?
  - b. Provide your plan for maintaining and repairing equipment and for furnishing replacements.

- c. Provide details regarding the proposed systems to produce, deliver, and serve required meals for both manual and catering services.
  - d. What procedures will be utilized to maintain a high quality food service and freshness of the food served?
  - e. Describe the customer service training provided to the on-site staff.
  - f. Describe the method of monitoring customer satisfaction and reporting the results to the college.
  - g. Describe how you would display your food in the College's cafeteria.
  - h. Provide ideas to improve food presentations at the College.
3. References (optional)
- a. List references for food/catering services.

### **Section III. Contractual Obligations**

#### **Equipment**

The college has provided adequate equipment for the manual food service line and kitchen preparation areas. Replacement of existing college-owned equipment shall be the responsibility of the college. The purchase of additional pieces of preparation or service equipment shall be done only on a written and signed contract with the college.

Specifically, the contractor will be required to adhere to the following stipulations:

- a. All equipment must be neat in appearance and in excellent operation condition. Furthermore, uniformity of height, width, exterior surfaces, etc., shall be required whenever practical.
- b. The college and contractor will inventory the dishware, silverware, serving utensils, pans, etc., and establish a maintenance level that the operator will maintain.
- c. The college will rent/lease, for a negotiated amount, all of the college-owned cafeteria equipment and supplies that are already in place. The contractor agrees to maintain in good condition, satisfactory to the college, the college-owned equipment and facilities.
- d. The contractor will secure the approval of the local health department in addition to other governmental agencies having applicable jurisdiction. In addition, the contractor will possess all Federal, State, and local licenses required for said operation.
- e. The college shall be responsible for the maintenance and repair of college-owned food service equipment. Detailed records of repairs are to be kept by the contractor and submitted to the college promptly after each year of this contract. The college shall have the final decision regarding the replacement of college-owned pieces of equipment. The contractor will pay the first \$250 on all repairs per individual piece of college-owned equipment and the first \$500 annually towards the cleaning of the exhaust duct systems in the food service preparation areas.
- f. The college retains ownership of equipment and has the authority to allow other entities (i.e. student clubs) to use said equipment when it does not interrupt contractor's normal operations.

#### **Section IV. Excused Performance**

- a. If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance of strike, business operations at the state are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence.
- b. The contractor assumes all risk of loss due to temporary suspensions of operation regardless

of cause in all or any locations. Such suspensions may be due to, but not limited to the following: failure of equipment, power, weather conditions, strikes, wars, acts of God, or College decisions to temporarily suspend operations when it is deemed to be in the best interest of the College to do so. This includes the closing of a building or an education in building population while remodeling or other work affecting a building is in process. The College assumes no risk as a result of any such interruption in operation.

#### **Section V. Insurance Requirements**

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the College authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured's.

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
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)
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
5. The College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements.

#### **Personnel Matters**

- a. The contractor shall be an Equal Opportunity Employer and maintain on duty a site manager, plus an adequate staff to meet the needs of all food service operations. The manager shall be to the satisfaction of both parties.
- b. All persons provided under this contract by the contractor shall be employees of the contractor and not of the college. The contractor agrees to pay all taxes and contributions required by law for Social Security, Worker's Compensation, unemployment and any other act relating to its employees. Personnel relations of employees on the contractor's payroll are the contractor's responsibility. The contractor shall comply with all applicable governmental regulations related to the employment, compensation, and payment of personnel. All employees shall be bondable and shall be uniformed in a manner mutually agreed upon.

### **Accountability**

- a. The contractor agrees to collect the proceeds of all sales and services, provide monthly sales and cash count reports, and render, when requested, daily sales register tapes and daily cash counts report to the college. The monthly report should include a daily summary including sales and customer count.
- b. The state reserves the right to inspect the contractor's records and conduct an audit of the records dealing with the contractor's business at the college.

### **Sanitation and Maintenance**

- a. The contractor has the responsibility for keeping the dining area tables clean and cleared during the hours that the manual food line is open. The contractor will also have the responsibility for keeping the floor area clean and cleared during the hours that the manual food line is open. The floor area is defined as the area in which food is prepared, served, dispensed, and/or purchased.
- b. The contractor will also be responsible for collection and properly disposing of refuse from the food preparation and dining area.
- c. The cleaning of the preparation, kitchen, serving, and payment areas will be the responsibility of the contractor.
- d. The college will be responsible for cleaning the dining room floor and tables during the times the manual food service is not open.
- e. The maintenance of the dining room furniture will be the responsibility of the college.
- f. Include any company-developed sanitation manuals, training, or other information that indicates concerns regarding the following of recognized sanitation principles. If no materials have been developed, provide information that indicates concern regarding sanitation, training procedures to be utilized, and supervision techniques to ensure that sanitary food-handling practices will be utilized.
- g. The contractor shall set up catered events within the hour prior to the scheduled function.
- h. The contractor shall clean up catered events within one hour after the scheduled function.
- a. The contractor shall furnish copies of the Material Safety Data Sheets to the college's physical plant director.

### **Supplies**

The contractor shall furnish all food, supplies, paper supplies and products, that are necessary for the efficient and effective operation of areas mentioned in this contract.

### **Standards of Quality**

All food should be of a quality comparable to other restaurants in the community and must meet government regulations.

The following are the standards of quality that must be observed:

- Beef: USDA Good or Commercial
- Veal and Lamb: USDA Prime or Choice
- Pork: USDA #1

- Poultry: USDA Grade "A" (Turkey Grade "B" may be substituted)
- Eggs and Dairy Products: USDA Grade "A"
- Frozen Foods: USDA Grade "A" Fancy
- Fresh Produce: USDA #1 Quality
- Canned Goods: USDA Grade "A" Fancy (Grade "B" Choice for canned fruits and fruit juices)
- Fish and seafood may only be used if they are purchased from government inspected suppliers.

### **Menus, Prices, and Commissions**

- a. The contractor must be alert and accommodating to dietary restrictions, food allergies and religious restrictions. As a result, the contractor will be expected to initiate ideas for varied methods of food service and menu preparations and by mutual agreement implement these variations within the conditions of this contract.
- b. Under no circumstances shall price changes be put into effect without having first obtained written consent of the college. A price change in this context also includes a reduction in the size of any item/serving while charging the original price. After the initial contract year, the parties, upon mutual written contract, may negotiate the specific terms and conditions of this contract where circumstances beyond the control of either party required said adjustments.
- c. The contractor will prepare a weekly menu (attach an example) to be available for the students and staff of the college. The contractor will post the menu in "key" areas around the college campus to advertise the weekly menu selections. The contractor will set up a display board near the food area to advertise the daily and weekly food selections.
- d. Prices stated in the proposal shall be in effect for at least the first year of the contract. The contractor will be expected to have allowed for the inflationary factor, etc., in presenting a food service proposal and should not expect college approval to increase prices during the first year of the contract. Under no circumstances shall price changes be put into effect without having first obtained written consent of the college. A price change in this context also includes a reduction in the size of any item/serving while charging the original price. After the initial contract year, the parties, upon mutual written contract, may negotiate the specific terms and conditions of this contract where circumstances beyond the control of either party required said adjustments.

### **Exceptions**

- a. The exclusive rights granted to the contractor to conduct the food service shall not prevent concession sales by student clubs or others designated by the college. Furthermore, upon mutual contract between the college and the contractor, for special circumstances; limited specialized food service may be provided by the college or others. Student clubs and staff may purchase food and beverages from a source other than the contractor.
- b. The college has the right to secure coffee and food service from an outside vendor, other than the contractor awarded this contract, if the cost is below the contractor's proposed charges for similar food and services.
- c. The college also reserves the right to confirm meal counts 48 hours before a catered function. Cancellations of catered functions may also be made 48 hours prior to an event.

## **Environmental Issues**

- a. The contractor will provide information as to how it will comply with "environmentally friendly" operational expectations of the contract.
- b. The contractor shall stipulate as to how it will actively practice energy conservation.
- c. The contractor is expressly forbidden to use any products that may result in the release of Chlorofluorocarbons (CFC's) into the atmosphere. Styrofoam cups, plates, etc. are strictly forbidden under any circumstances.
- d. The contractor will recycle office paper and cardboard and will transport these items to the college's collection areas on each campus, daily.
- e. The contractor will actively participate in recycling of glass, plastic, and metal products. (Vendor compliance is mandatory.)
- f. The contractor shall include an option on the proposal for reusable beverage containers for liquids for serving patrons.
- g. The contractor will, to the extent possible, and with coordination with college's facilities staff, compost at a minimum, food preparation waste.

## **Information Contact**

Rainy River Community College's agent for purposes of responding to inquiries about the RFP is:

Name: Brad Krasaway  
Title: Director of Student Services  
Address: 1501 Hwy. 71 International Falls, MN 56649  
Telephone: 2178-285-2208  
Fax: 218-285-2239  
E-mail address: [brad.krasaway@rainyriver.edu](mailto:brad.krasaway@rainyriver.edu)

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Rainy River Community College 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 VI. Response Evaluation**

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

- A. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company) (15%);
- B. Proposed Menu, Prices, and Portions (35%)
- C. Proposed operating plan (30%)
- D. Proposed financial considerations (10%)
- E. Completeness, thoroughness, and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (10%)

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

The College reserves the right to name a date at which responding vendors will be invited to present demonstrations or participate in an interview.

## **Section VII. 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 Rainy River Community College or the vendor.

### **Affidavit of Non-Collusion**

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

### **Human Rights Requirements**

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

### **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](mailto: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 Rainy River Community College's authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and MnSCU has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities

Rainy River Community College

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages should be included:

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

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

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

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

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MnSCU with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify MnSCU within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MnSCU;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If vendor is self-insured, a Certificate of Self-Insurance must be attached;

- Vendor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor’s policy limits to satisfy the full policy limits required by the contract.

C. Rainy River Community College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Rainy River Community College and copies of policies must be submitted to Rainy River Community College's authorized representative upon written request.

**State Audit**

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to MnSCU and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

**Minnesota Government Data Practices Act**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when MnSCU has completed negotiating the contract with the selected vendor. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, MnSCU, its agents and employees, from any judgments or damages awarded against the State or MnSCU in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives MnSCU’s award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of MnSCU.

MnSCU will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

**Conflict of Interest**

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

**Organizational Conflicts of Interest**

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or the System Office's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve MnSCU's rights.

### **Physical and Data Security**

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

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

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of MnSCU and Rainy River Community College.

The vendor shall recognize MnSCU's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State Colleges and Universities, and Rainy River Community College from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the "Authorized Representative" to be identified in the contract.

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](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.

## **Section VIII. RFP Responses**

### **Submission**

Sealed proposals must be received at the following address not later than 4:30pm June 18, 2019

Institution: Rainy River Community College  
Name: Brad Krasaway  
Title: Director of Student Services  
Mailing Address: 1501 Hwy. 71 International Falls, MN 56649

The responder shall submit [2] copies of its RFP response and a compact disc 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.

The remainder of this page was intentionally left blank

**STATE OF MINNESOTA  
AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NOTICE TO CONTRACTORS  
AFFIRMATIVE ACTION  
CERTIFICATION OF COMPLIANCE**

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

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

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

### State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

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

#### **BOX B – For those companies not described in BOX A**

Check below.

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

#### **BOX C – For all companies**

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

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

#### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: [mn.gov/mdhr](http://mn.gov/mdhr)

Email: [compliance.mndh@state.mn.us](mailto:compliance.mndh@state.mn.us)

Affirmative Action Certification Page, Revised 6/11 – MDHR

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NOTICE TO VENDORS**

**AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

**MnSCU is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract execution.**

It is hereby agreed between the parties that MnSCU will require affirmative action requirements be met by vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of four (4) years.

**DISABLED INDIVIDUAL CLAUSE**

- A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules,

5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

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

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Revised 1/22/09

**STATE OF MINNESOTA  
VETERAN-OWNED PREFERENCE FORM**

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State Colleges and Universities 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.

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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.

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**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: \_\_\_\_\_

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