

MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE

REQUEST FOR PROPOSAL

For

ON CAMPUS FOOD SERVICE AND CATERING SERVICES

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State Community and Technical College (M State) 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 the M State's website, www.minnesota.edu/solicitation.

For this RFP, posting on the captioned website 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.

April xx, 2019

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Section I: Background Information

The Minnesota State Colleges and Universities (MnSCU) system is the seventh-largest system of higher education in the United States. It is comprised of 32 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 250,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 33,500 graduates each year. For more information about Minnesota State Colleges and Universities, please visit www.mnscu.edu.

Minnesota State Community and Technical College (M State), a member of the Minnesota State Colleges and Universities System (MnSCU), is a two-year community and technical college with four campuses located in communities throughout west central, Minnesota. The Fergus Falls Campus offers liberal arts and technical college programs with several degree options. The campus consists of one college building and five different residential buildings housing, residential capacity is 152 students (average occupancy rate is between 75 and 80%) with approximately 600 students enrolled on campus. Approximately, 149 staff and faculty work on the Fergus Falls Campus. A Meal Plan is required for all students residing in campus housing. Please see the M State website at www.minnesota.edu for more details of the college.

Section II: Purpose

M State - Fergus Falls Campus is requesting proposals for food and catering services that provide the needs of students and staff for wholesome food and refreshments at moderate prices. The services should be inviting, responsive to the students and staff, and serve as a positive force in attracting and retaining students and community support. This RFP is to provide food service to the Fergus Falls campus only.

Section III: Terms of the Contract

A. Parties

The contract shall be between M State, known as “College”, and the successful bidder, known as the “Operator”. The terms and conditions will be mutually agreed upon during the contract negotiation process.

B. Contract Duration

The contract shall be effective on the date of the letter of award and shall run for approximately three (3) years, with an optional two (2) additional one (1) year extensions, starting July 1, 2019 to June 30, 2022, with the optional extensions from July 1, 2022 to June 30, 2023 and July 1, 2023 to June 30, 2024 respectively.

C. Sample Contract

A sample contract with complete contract terms and conditions for the MnSCU System is attached to this RFP. Any firm responding to this RFP should be aware of these terms and conditions as part of doing business with MnSCU. **A Sample Contract pertaining to this RFP is available on the M State’s website, www.Minnesota.edu/solicitation.**

Section IV: Proposal Submittal Instructions And Selection Process

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

A. Timeline

- (04/26/19) Publish RFP notice
- (**05/15/19 at 1:00 p.m. Central Time**) Deadline for RFP proposal submissions
- (05/17/19) Complete Review RFP proposals
- (05/20/19 – 05/24/19) Possible meeting with individual responders
- (05/29/19) Complete selection process
- (06/30/19) Deadline for executing contract

B. College Contacts

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

Name: Nancy South
Title: Director of Student Services
Address: M State
1414 College Way
Fergus Falls, MN 56537
Telephone Number: 218-736-1530
Email: nancy.south@minnesota.edu

All questions and answers submitted by any prospective responder will be posted on the RFP webpage.

Any prospective responder who would like a tour/walkthrough of the facility may request one through the Director of Student Services at the above address and phone.

Other personnel are NOT allowed to discuss the request for proposal with anyone, including responders, before the proposal submission deadline. Any verbal explanations of instructions or discussion of any aspect of this RFP provided the vendor before the award of a contract shall not be binding.

C. Proposal Delivery

Submit seven (3) copies of proposal in sealed mailing envelopes or packages with the responder's name and address clearly written on the outside and must be clearly marked **FOOD SERVICE PROPOSAL** on the outside of the envelope or package. All proposals must be received on or before the date listed in the above time line and shall be delivered to:

Name: Nancy South
Title: Director of Student Services
Address: M State
1414 College Way
Fergus Falls, MN 56537

D. Proposal Conditions

- a. Late proposals will not be considered.
- b. The College reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements are innocent or inadvertent in the opinion of the college representatives, the college further reserves the right to waive them as informalities.
- c. All costs incurred in responding to this RFP will be borne by the responder.
- d. Proposals must be clear, concise, and clearly follow the format detailed in this RFP. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected.
- e. Proposals made in pencil shall be rejected.
- f. The College reserves the right to:
 - i. Reject any and all proposals received in response to this RFP.
 - ii. Select for contract negotiation, a proposal other than the one with the lowest cost / highest commission / lease amount.
 - iii. Waive or modify any informalities, irregularities, or inconsistencies in proposals received and/or accept a late written modification requested by the college if the proposal itself was submitted on time and if the modified proposal is more favorable to the College.
 - iv. Negotiate any aspect of the proposal with any vendor.
 - v. Terminate negotiations and select the next most responsive vendor, prepare and release a new RFP, or take such action as deemed appropriate if negotiations fail to result in an agreement.

Section V: College Operating Conditions

- A. The College will provide adequate equipment for the 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 with a written request and signed approval by the College. Please see Exhibit C for a list of the equipment that is currently in place.
- B. The college will provide for cleaning of the exhaust system and will coordinate such cleanings during academic breaks to minimize disruption to the food service operations.
- C. The college will allow the Operator use of all the college-owned cafeteria equipment and supplies that are already in place.
- D. The college will provide the Operator with reasonable and required utility services for the efficient performance of the Agreement not including long distance phone access or internet data connectivity.
- E. The maintenance of the dining room furniture will be the responsibility of the College.
- F. The college will collect meal plan fees from students and will submit payment to operator by November 1st for fall semester and April 1st for spring semester. The college housing director will notify the operator of all students participating in the meal plan and keep them apprised of any changes which are allowed the first five business days of each semester.
- G. Each housing student will be required to purchase a declining balance meal plan card of \$600 - \$900.00 – or \$1,200, which may be added to directly with the vendor if the student should deplete the balance prior to the end of the semester. Any balances remaining on the student card after fall semester shall be rolled into the student’s card for spring semester. At the end of spring semester, all balance remaining shall remain the property of the Operator.
- H. The College will be responsible for providing cleaning supplies, and garbage bags for use in the cafeteria.
- I. The College will also be responsible to provide for collection and properly disposing of refuse from the dining area. The refuse will be disposed of a minimum of one (1) time each day, or when garbage containers are full. The College will move refuse to the appropriate disposal areas.

Section VI: Operator Operating Conditions

- A. The hours for the food service operation during the academic year will be at a minimum of 8:00 am through 7:00 pm Monday through Friday serving:
 - Breakfast from 8:00 am – 10:00 am

- Lunch from 10:00 am – 1:30 pm
 - Dinner from 5:00 pm – 7:00 pm
 - Grab and go items will be available throughout the open hours
- B. The meal plan will require the food service operator to provide at least one entrée per meal with options for that include but not limited to: (i.e. healthful, gluten free, and vegetarian) along with the standard menu board and grab and go items.
- C. The food service will operate with the official College academic calendar during fall and spring semesters and will be open every day the College has classes and/or exams. There will be at least one meal option for housing students on weekends. The academic year runs approximately from late August to mid-May. In addition, Operator will be required to provide at least one meal per day during volleyball and football camps, which is prior to the start of fall semester.
- D. Food presentation should be aesthetically pleasing, and “extras” such as cookies, fruit, condiments, eating and serving utensils, etc. should be conveniently located to traffic flow and accessible to wheelchairs.
- E. Food and beverage catering service for select College and outside group-sponsored functions such as banquets, receptions, conferences and/or other special events will be provided by the food service operator upon request of the services required and advised on effective program arrangements. Events not sponsored by the college shall be mutually agreed upon by the food service operator and the sponsor of the event. The Operator will notify the college of catered events not sponsored by the college but held on college property.
- F. The Operator shall furnish all food, supplies, paper supplies and products, that are necessary for the efficient and effective operation of areas mentioned in this contract.
- G. The Operator has the responsibility for keeping the dining area tables clean and cleared during the hours that the food line is open. The operator will also have the responsibility for keeping the floor area¹ clean and cleared during the hours that the food line is open.
- H. The cleaning of the preparation, kitchen, serving, and payment areas will be the responsibility of the Operator.
- I. The Operator will be responsible for providing cleaning supplies, institutional grade dishwasher soaps/supplies, and garbage bags for use in the kitchen.
- J. The Operator will also be responsible for collection and properly disposing of refuse from the food preparation area. The refuse will be disposed of a minimum of one (1) time each day, or when garbage containers are full. The Operator will move refuse to the appropriate disposal areas.
- K. The Operator will accept debit and credit cards.

¹ The floor area is defined as the area in which food is prepared, served, dispensed, and/or purchased.

- L. The Operator will meet with the College administration and designated student representatives at least once per semester.
- M. The Operator will accept declining balance meal cards.
- N. The Operator will provide the Point of Sale (POS) system at the cashiering station.

Section VII: Proposal Requirements

- A. The following vendor background information shall be included in the proposal:
 - i. 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, is it engaged.
 - ii. The duration and extent of experience in the operation of food service and catering services.
 - iii. Within the last three (3) years has your company filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
 - iv. 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?
- B. Provide a plan to staff and manage the College operations to include identification of the on-site manager and a listing of any other staff by job title that will be on the campus. Will the manager be responsible for other foodservice operations in this geographic area at the same time?
- C. Provide a list of similar operation and locations where you are or have operated food service and catering services for the last five years. List the length of time, name, address, average gross sales per month, and the phone number of the contact person at each operation.
- D. Provide a description of your internal control program covering: inventory control; method of recording, checking, and reporting sales; internal control of cash handling; sample of monthly report to be submitted to the college.
- E. Provide menu ideas for the college operation with prices and portions, including evening and weekend options, gluten free and vegetarian items. Proposed prices must be accurate and allow for any inflation. Proposed prices will be in effect for the first full year of the contract.
- F. Provide sample catering menus you have successfully used in this geographic area.

- G. Describe how you would assure great customer service.
- H. Submit a flat annual fee, or facility lease, or percentage of gross sales commission that the Operator will propose to pay the college for the duration of the contract.
- I. What minor facility changes to the prep, storage, serving or dining area would you request or require, if any?

Section VIII: Response Evaluation

The following criteria and their identified weight will be used by the college 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) (25%);
- B. Proposed Menu, Prices, and Portions (30%)
- C. Proposed operating plan (25%)
- D. Completeness, thoroughness, and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (10%);
- E. Proposed Commissions (5%).
- F. Other (5%)

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

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

Section IX: Additional RFP Response Requirements

Affidavit of Non-Collusion

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

Human Rights Requirements

This contract will be in excess of \$100,000, and as such all responding vendors are required to complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data

Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. 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. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the M State 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 insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution 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

In addition, the following coverages must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
M State

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:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
M State

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

The vendor will be required to submit a certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. M State 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 M State and copies of policies must be submitted M State's authorized representative upon written request.

Minnesota Government Data Practices Act

The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU, its schools and the Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. 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.

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 Office of the Chancellor'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 Office of the Chancellor 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 Office of the Chancellor 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.

Exhibit A. Affidavit of Non-Collusion

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

**Exhibit B. Human Rights Certification Information and Affirmative Action Data
Page**

**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 two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 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 \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

must complete	Then you these boxes...	Box A	Box B	Box C	Box D
On any single working day within the previous 12 months, the company...					
employed more than 40 full-time employees in Minnesota.		●			●
did not employ more than 40 full-time employees in Minnesota but did employ more than 40 full-time employees in the state where the company is domiciled.			●		●
did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.				●	●

BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

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 and time the responses are due.

Check one of the following statements if the company has 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. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____(date) at _____(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

Note: A Certificate 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 reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B - For a company which has not had more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is domiciled,

the company may achieve compliance with the Minnesota Human Rights Act by certifying it is in compliance with applicable federal affirmative action requirements.

Check one of the following statements if the company has not employed more than 40 full-time employees in Minnesota but has employed more than 40 full-time employees on any single working day during the previous 12 months in the state where its primary place of business is located:

- We are not subject to federal affirmative action requirements. **Proceed to BOX D.**
- We are subject to federal affirmative action requirements and are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For a company not described in BOX A or BOX B,

The company is not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on a single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D.**

BOX D – For all companies

By signing this statement, you certify the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5th Street, Suite 700

Metro: 651.296.5663

St. Paul, MN 55101

Toll Free: 800.657.3704

Website: www.humanrights.state.mn.us

Fax: 651.296.9042

Email: employerinfo@therightsplace.net

TTY: 651.296.1283

**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, 190 East 5th Street, Suite 700, St. Paul, MN 55101; 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 two (2) 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: _____

Exhibit C. Food Service Equipment Inventory

1. Hobart slicer – model# 162E
2. Garland convection oven
3. Cleveland convection steamer – model# 24CGM200
4. Groen steam jacketed kettle – model# TDB/7-40
5. Kolpak walk-in cooler – model# 27431-8
6. Kolpak walk-in freezer
7. Mixer
8. 2 – Precision serving cabinets – model# DGUT-3254-OW
9. Precision steam table
10. Precision serving table (small)
11. Precision sandwich station
12. Traulsen reach-in refrigerator - model# 1AHT1-32WUT
13. Defield pizza station with reach-in model#LR46377
14. Defield sink (small)
15. Hobart 36” electric grill
16. 2- Hobart electric deep fryers
17. Exhaust hood – Air Tech by Delfield
18. Traulsen reach in combi (fridge/freezer) model# ADT1-26 WUT
19. 3 department sink with built-in disposal
20. Prep table with sink
21. 6 foot salad bar
22. Hobart dishwasher (pots & pans) unit size of home type unit
23. CresCor proof box (hot food storage)
24. Ice-O-Matic ice machine
25. Vollrath soup warmer model# TSM-27 (counter top)
26. China – including plates, cups and bowl for catering events
27. Various utensils for food preparation, serving and catering
28. Silverware including knives, forks and spoons for catering events

Exhibit D. Summary of Revenues

- Fiscal Year 2016 - \$305,000
- Fiscal Year 2017 – \$260,000
- Fiscal Year 2018 - \$252,000