MINNESOTA STATE COLLEGES AND UNIVERSITIES

Bemidji State University
and
Northwest Technical College

REQUEST FOR PROPOSAL (RFP)
FOR
Vending Services – Beverage and/or Snack Services

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or State University to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. 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 BSU’s Web Site: https://www.bemidjistate.edu/rfps-and-bids/. For this RFP, posting on the captioned web site above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.
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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15-member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

Bemidji State University (BSU) is a residential public university focusing on arts, sciences and professional programs with over 50 majors and pre-professional programs offered. Approximately 5,000 students enroll in on-campus, off campus and on-line programs annually. University distinctive themes include civic engagement, global education, and environmental stewardship. For further information about Bemidji State University, please view its website at http://www.bemidjistate.edu.

Northwest Technical College, located in Bemidji Minnesota is a two year school that is operationally as well as academically aligned with Bemidji State University. The College enrolls approximately 1,300 students in business, health, human and protective services, environmental and industrial technology career programs. For further information about the College, see our website at www.ntcmn.edu.

Bemidji State University and Northwest Technical College are under the control and management of the Minnesota State Colleges and Universities (Minnesota State) Board of Trustees, an agency of the State of Minnesota. References to Bemidji State University and/or Northwest Technical College shall be deemed to refer to both institutions.

Nature of RFP

Bemidji State University is requesting proposals to assist in developing an operation of vending - beverages and/or snack services contract. This RFP is undertaken by Bemidji State University pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

This RFP solicits proposals for the sale of bottled, canned, and/or post-mix beverages in vending machines located in mutually agreed upon campus locations. Beverage examples follow:

- Soft Drinks: bottled, canned, and/or post-mix
- Drinks, fruit: bottled, canned, and/or post-mix
- Lemonade: bottled, canned, and/or post-mix
- Ginger ale: bottled, canned, and/or post-mix
- Mineral water, carbonated: bottled, canned, and/or post-mix
- Water, pasteurized: bottled, canned, and/or post-mix
- Tea, iced: bottled, canned, and/or post-mix
- Sports drinks: bottled, canned, and/or post-mix
- Energy drinks: bottled, canned, and/or post-mix

Vendors are welcome to add additional options in their response. Ultimately, the list of beverages will be mutually agreed upon by both parties. There are no categories other than alcohol that are intentionally excluded.
This RFP solicits proposals for the sale of snacks in vending machines located in mutually agreed upon campus locations. Snack examples follow:

- Crackers, chips, candy, nuts

Vendors are welcome to add additional options in their response. Ultimately, the list of snacks will be mutually agreed upon by both parties.

Vendors are requested to include a minimum of 15% to 20% of healthy choices for beverages and snacks; please provide name(s) of nutritional program or how “healthy” is defined.

Accordingly, Bemidji State University shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Bemidji State University’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Bemidji State University reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of Bemidji State University. This RFP shall not obligate Bemidji State University to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is considered to be in its best interest.

**General Selection Criteria**

General criteria upon which proposals will be evaluated include, but are not limited to, the following: Financial considerations, completeness and consistency of proposed plan, qualifications of the vendor and their personnel, proposed initiative, etc.

**Selection Process**

The selection process includes representatives from Business Services, Athletics, and Residential Life. This group will evaluate the proposals and make its recommendation to the Vice President for Finance and Administration, Karen Snorek.

**Selection and Implementation Timeline**

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Timeline Subject</th>
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<tbody>
<tr>
<td>Monday, March 18, 2019</td>
<td>Publish RFP</td>
</tr>
<tr>
<td>Monday, April 1, 2019</td>
<td>Deadline for Questions submitted on web site</td>
</tr>
<tr>
<td>Wednesday, April 3, 2019</td>
<td>Answers posted on web site</td>
</tr>
<tr>
<td>Tuesday, April 9, 2019 @ 2:00 p.m. CT</td>
<td>Deadline for RFP proposal submissions</td>
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<tr>
<td>Wednesday, April 10, 2019</td>
<td>Review RFP proposals</td>
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<tr>
<td>Thursday-Friday, April 11-12, 2019</td>
<td>Meet with individual responders, if necessary</td>
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<tr>
<td>Monday, April 15, 2019</td>
<td>Complete selection process</td>
</tr>
<tr>
<td>Wednesday, May 1, 2019</td>
<td>Approximate deadline for executing contract</td>
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Contract Term

Bemidji State University desires to enter into a contract with the successful vendor(s) effective May 1, 2019. The length of such contract(s) shall be five years. The University may consider extending the contract to ten years if it is deemed to be in the best interest of the University. Therefore, responders are asked to submit both a five-year and a ten-year proposal. If the University and the Vendor are unable to negotiate and sign a contract by May 1, 2019, then Bemidji State University reserves the right to seek an alternative vendor(s).

Parties to the Contract

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Bemidji State University and Northwest Technical 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 30 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:

MnSCU or Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Bemidji State University and Northwest Technical College.

School or University: Bemidji State University and Northwest Technical College

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

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

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the university’s Vice President for Finance and Administration.

Entire Agreement

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

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

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Bemidji State University and the vendor.

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

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Bemidji State University to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Bemidji State University also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

Bemidji State University and Northwest Technical College

Section III. Vendor Requirements

A. Submittal of a vending services – beverage and/or snack services partnership plan. Due to the initial equipment investment that may be needed, please submit a five-year and a ten-year plan.

1. In support of its financial and operational objectives, each respondent shall provide a detailed beverage and/or snack vending services plan, including year-round stocking of machines and procedures for following product freshness recommendations.
2. The plan should identify specific sales and revenue objectives, including commission rates.
3. The plan should identify the proposed vendor-provided equipment and the energy efficiency of the equipment.
4. All costs of installing credit card machines on vending equipment and associated credit card fees will be the responsibility of the vendor. The plan will identify what equipment will have credit card readers.
5. The plan should identify if the equipment can be stocked by May 3, 2019.
6. The plan should include the vendor’s timeline for repairing non-working equipment and process for issuing refunds.
7. The plan should include qualifications of the vendor and their personnel.
8. The partnership plan represents an opportunity for each respondent to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals, and understanding of Bemidji State University and Northwest Technical College.
9. The plan should address sustainability and the use of recycled and/or recyclable packaging.
10. The plan should clearly measure anticipated benefits to Bemidji State University and Northwest Technical College in the form of a potential up front signing bonus payment, annual payments, ongoing compensation in the form of periodic rebates, volume incentives, commissions, etc.

B. PCI-Compliant

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

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

C. State Services for the Blind (SSB)

In accordance with Minnesota Statute § 248.07, Subd. 7., Minnesota State Services for the Blind (SSB) is authorized to operate the vending machines in all University buildings. SSB has discontinued all vending services for Bemidji State University and Northwest Technical College and has issued a waiver, effective March 12th, 2019.

D. Cooperation with Aramark, LLC, also referred to as University Dining Services, or any other contracted dining service vendor that the University might utilize in the future.

The University currently has an existing contract with Aramark whereby Aramark has exclusive rights to operate and manage the food service operations at the University. This food service includes providing contract board dining for students and staff, retail food service operations, branded food service operations, catering operations, and convenience stores.

Information Contact

Questions regarding this RFP need to be submitted in writing through the university’s web site (https://www.bemidjistate.edu/rfps-and-bids/) under submit questions. Bemidji State University’s agent for purposes of responding to inquiries about the RFP is:
Name: Ron Beckstrom  
Title: Director of Business Service  
Address: 1500 Birchmont Dr NE, #5, Bemidji, MN 56601  
Telephone: 218.755.2743  
E-mail address: ronald.beckstrom@bemidjistate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Bemidji State University shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by Bemidji State University and Northwest Technical College to evaluate the responses:

<table>
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<tr>
<th>Evaluation Criteria Categories</th>
<th>Evaluation Percentage</th>
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<tbody>
<tr>
<td>1. Financial Considerations:</td>
<td>45%</td>
</tr>
<tr>
<td>a. Cost of products provided to the University and/or commission rates.</td>
<td></td>
</tr>
<tr>
<td>b. Financial support provided to the University in the form of an initial signing bonus payment, annual payments, or periodic commissions/rebates.</td>
<td></td>
</tr>
<tr>
<td>2. Consistency of the proposed solutions to Bemidji State University and Northwest Technical College present and future needs.</td>
<td>15%</td>
</tr>
<tr>
<td>3. Completeness, thoroughness, and detail of response as reflected by the proposal’s discussion and coverage of all vendor requirements noted above.</td>
<td>15%</td>
</tr>
<tr>
<td>4. Qualifications of the vendor and their personnel - experience of personnel who are committed to work on the contract will be given greater weight than that of the company.</td>
<td>15%</td>
</tr>
<tr>
<td>5. Ability of the vendor to partner with the University in the development and promotion of current initiatives that promote a healthy, active lifestyle.</td>
<td>10%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
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<tr>
<td>Up to an additional six percent for veteran-owned preference</td>
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</table>

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

Bemidji State University reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Bemidji State University does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the Selection and Implementation Timeline above.

A proposal may be rejected if it is determined that a vendor’s ability to work with the existing infrastructure will be too limited or difficult to manage.
Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

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

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

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

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

Equal Pay Certificate

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

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

Veteran-Owned Preference

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

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

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

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

Insurance Requirements

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the Bemidji State University’s authorized representative prior to execution of the contract. The selected vendor shall not commence work under the contract until they have obtained all the insurance described below and 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
Bemidji State University

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

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

In addition, the following coverages should be included:

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

$2,000,000.00 per occurrence
$2,000,000.00 annual aggregate

Any deductible will be the sole responsibility of the vendor and may not exceed $50,000 without the written approval of 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. Bemidji State University reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Bemidji State University and copies of policies must be submitted to Bemidji State University's authorized representative upon written request.

State Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to 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 it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

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

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, MnSCU and Bemidji State University from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The vendor must return all source data to the “Authorized Representative” to be identified in the contract.
Section VI. RFP Responses

Submission

Original signed and sealed proposals must be received by **2:00 p.m. CT on Tuesday, April 9, 2019** to:

Institution: Bemidji State University and Northwest Technical College
Name: Ron Beckstrom
Title: Director of Business Services
Mailing Address: 1500 Birchmont Dr NE, #5, Bemidji, MN 56601
Street Address: 1500 Birchmont Dr NE, #5, Bemidji, MN 56601
Email Address: ronald.beckstrom@bemidjistate.edu

Proposals are to be in a sealed package with the responder’s name and address clearly written on the outside. The proposal must be 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 must include one bound copy and one unbound copy of the proposal.

Proposals received after April 9, 2019 at 2:00 p.m. CT will not be considered.

Fax and email responses will not be considered.

A copy of this RFP as well as any submitted questions and answers will be posted as a link to: https://www.bemidjistate.edu/rfps-and-bids/.

It is the responder’s responsibility to check this site on a regular basis.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.
Exhibit A. Beverage and Snack Vending at Bemidji State University

Annual beverage and snack sales volume has not been accurately tracked, and therefore, is not available. Current vending machines in use on campus have credit card readers.

Following is a list of current machines and their locations at Bemidji State University:

<table>
<thead>
<tr>
<th>Building</th>
<th>Bldg Type</th>
<th>Snack</th>
<th>Soda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bangsberg</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Benson 1</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Benson 3</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Birch Hall</td>
<td>Res Hall</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Decker</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Deputy 2nd</td>
<td>Admin</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Field House</td>
<td>Athletic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Fitness Center</td>
<td>Rec Ctr</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hagg Sauer 1st</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hagg Sauer 2nd</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hobson Rec</td>
<td>Union</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Library</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Linden Hall</td>
<td>Res Hall</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Admin</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Oak Hall</td>
<td>Res Hall</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Pine Hall</td>
<td>Res Hall</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Resource Ctr</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Sattgast</td>
<td>Academic</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Tamarack Hall</td>
<td>Res Hall</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

3rd floor of Benson Hall is under construction, to be completed Fall 2019. Placement of vending will be negotiated following completion of construction.

Hagg-Sauer will be demolished summer 2019 and a new Academic Learning Center built. Placement of vending will be negotiated after construction is complete.
Exhibit B. Beverage and Snack Vending at Northwest Technical College

Annual beverage and snack sales volume has not been accurately tracked, and therefore, is not available. Current vending machines in use on campus have credit card readers.

Following is a list of current machines and their locations at Northwest Technical College:

<table>
<thead>
<tr>
<th>Dept</th>
<th>Machine Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health</td>
<td>Snack: X</td>
</tr>
<tr>
<td></td>
<td>Soda: X</td>
</tr>
<tr>
<td>Trades</td>
<td>Snack: X</td>
</tr>
<tr>
<td></td>
<td>Soda: X</td>
</tr>
<tr>
<td>Offsite Plumbing</td>
<td>Snack: X</td>
</tr>
<tr>
<td></td>
<td>Soda: X</td>
</tr>
</tbody>
</table>
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
Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

MnSCU RFP Template-OGC Revised December 9, 2014
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
Equal Pay Certificate Application

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

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

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

_________________________ _______________ ____________
Signature       Print Name       Date

_________________________ _______________ ____________
Business Name       Business Address
In accordance with Minn. Stat. §16C.16, subd. 6a, the MnSCU may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

   and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. The preference applies only to the first $500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company’s principal place of business is in Minnesota; and
- The United States Department of Veteran’s Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: _____________________________ Date: __________________________

Authorized Signature: _____________________________ Telephone: __________________________

Printed Name: _____________________________ Title: __________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
This contract is by and between [INSERT PURCHASER’S LEGAL NAME AND FULL ADDRESS] (hereinafter PURCHASER) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of [INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE] (hereinafter MINNESOTA STATE).

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

   [INSERT DUTIES OF MINNESOTA STATE]

2. **DUTIES OF PURCHASER.** The PURCHASER agrees to provide the following:

   [INSERT DUTIES OF THE PURCHASER, e.g. arrange for space, equipment, promotion, etc.]

3. **CONSIDERATION AND TERMS OF PAYMENT.**

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the PURCHASER as follows: [INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g. Fifty and 00/100 Dollars ($50.00) for eighty (80) hours. EXPLAIN HOW MINNESOTA STATE WILL BE PAID. EXAMPLES: “IN ACCORDANCE WITH THE BREAKDOWN OF COSTS AS SET FORTH BELOW.” IF DELIVERABLES CAN BE SUCCINCTLY DEFINED, IT IS GENERALLY PREFERABLE TO STRUCTURE PAYMENT BASED ON THE SUCCESSFUL COMPLETION AND ACCEPTANCE OF SPECIFIC TASKS OR DELIVERABLES.]
b. **Terms of Payment.** Payment shall be made by the PURCHASER within 20 days of the date of the invoice presented.

4. **TERM OF CONTRACT.** This contract shall be effective on [INSERT FULL DATE (e.g., January 29, 2013)], or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until [INSERT FULL DATE (e.g., June 15, 2013)], or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.** This contract may be canceled by the PURCHASER or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. **AUTHORIZED REPRESENTATIVES.**

   a. The PURCHASER’S Authorized Representative for the purposes of administration of this contract is:

   Name:
   Title:
   Address:
   Telephone:
   E-Mail:
   Fax:

   b. MINNESOTA STATE’S Authorized Representative for the purposes of administration of this contract is:

   Name:
   Title:
   Address:
   Telephone:
   E-Mail:
   Fax:

   Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. **ASSIGNMENT.** Neither the PURCHASER nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. **LIABILITY.** The PURCHASER shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER’S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MINNESOTA STATE’S failure to fulfill its obligations pursuant to this contract.
9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MINNESOTA STATE.

   In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

12. **JURISDICTION AND VENUE.** This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. **OTHER PROVISIONS.** (Attach additional page(s) if necessary): *IF “NONE”, WRITE “NONE”*

   *IF ADDING OTHER PROVISIONS OR ATTACHMENTS THAT IMPACT OR CONFLICT WITH WHAT IS STATED IN THE CONTRACT, SEEK ASSISTANCE FROM SYSTEM LEGAL COUNSEL. YOU MUST INDICATE THAT AN ATTACHMENT IS INCORPORATED INTO THE CONTRACT, SUCH AS “Perform the duties specified in Attachment A, which is attached and incorporated into this contract.”*

The rest of this page intentionally left blank. Signature page to follow.
[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]

By (authorized signature)

Title

Date

2. PURCHASER: [INSERT PURCHASER’S NAME]
Purchaser certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)

Title

Date

By (authorized signature)

Title

Date
3. AS TO FORM AND EXECUTION:

<table>
<thead>
<tr>
<th>By (authorized college/university/system office initiating agreement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>