

# **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

## **RIDGEWATER 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 (Minnesota State) system, its Board of Trustees or Ridgewater College to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Ridgewater College website, <https://www.ridgewater.edu/rfp>

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.

March, 2020

# Table of Contents

## Contents

Section I:	Background Information .....	3
Section II:	Purpose .....	3
Section III:	Terms of the Contract.....	3
Section IV:	Proposal Submittal Instructions And Selection Process.....	4
Section V:	College Operating Conditions .....	6
Section VI:	Operator Operating Conditions .....	6
Section VII:	Proposal Requirements.....	8
Section VIII:	Response Evaluation .....	9
Section IX:	Additional RFP Response Requirements.....	9
Exhibit A:	State of Minnesota Affidavit of Non-collusion.....	13
Exhibit B:	Human Rights Certification Information and Affirmative Action Data.....	14
Exhibit C:	Inventory of Food Service Equipment .....	19
Exhibit D:	Summary of Revenues.....	23

## **Section I: Background Information**

The Minnesota State Colleges and Universities (Minnesota State) system, a state supported system, is the largest single provider of higher education in the state of Minnesota and the seventh-largest system of higher education in the United States. It is comprised of 37 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 <https://www.minnstate.edu/>.

Ridgewater College, a member of the Minnesota State Colleges and Universities System (Minnesota State), is a two-year community and technical college with two campuses located in the communities of Willmar and Hutchinson, Minnesota. Both campuses offer liberal arts and technical college programs with several degree options. The Willmar campus consists of multiple buildings and has student enrollment of approximately 2,590. The Hutchinson campus consists of one main building and has student enrollment of approximately 1,902. Please see the Ridgewater College website at [www.ridgewater.edu](http://www.ridgewater.edu) for more details of the college.

## **Section II: Purpose**

Ridgewater College is requesting proposals for food and catering services, and campus vending 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 and vending services to both the Hutchinson and Willmar campuses.

## **Section III: Terms of the Contract**

### **A. Parties**

The contract shall be between Ridgewater College, 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, 2020 to June 30, 2023, with the optional extensions from July 1, 2023 to June 30, 2024 and July 1, 2024 to June 30, 2025 respectively.

### **C. Sample Contract**

A sample contract with complete contract terms and conditions for the Minnesota State 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 Minnesota State. **A Sample Contract pertaining to this RFP is available on the Ridgewater College website, <https://www.ridgewater.edu/rfp> .**

## **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**

( 03/02/20 )	Publish RFP notice
( 03/10/20 )	Facility walk through (Contact Dan Holtz)
( 03/12/20 )	Alternative facility walk through date (in case of weather)
( 03/30/20 )	<u>Deadline for RFP proposals 4:00 p.m. Central Time</u>
( 04/13/20 )	Complete Review RFP proposals
( 04/20/20 )	Possible meeting with individual responders
( 05/04/20 )	Complete selection process
( 06/30/20 )	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:	Dan Holtz
Title:	Vice President of Finance and Operations
Address:	Ridgewater College 2101 15 <sup>th</sup> Avenue NW Willmar, MN 56201
Telephone Number:	320-222-5205
Email:	Daniel.holtz@ridgewater.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 Vice President of Finance and Operations 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 (7) 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: Dan Holtz  
Title: Vice President of Finance and Operations  
Address: Ridgewater College  
2101 15<sup>th</sup> Avenue NW  
Willmar, MN 56201

### 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. An optional food service facility walk through will take place at 10:00 am, Tuesday, March, 10, 2020, in conference room H145 on the Willmar campus. The meeting will include a walk through the food service kitchen and dining area. If this meeting is cancelled due to weather conditions, and alternate meeting will take place at 10:00 am, Thursday, March 12, 2020, in conference room H145 on the Willmar Campus.
- g. 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.

<b>Section V:</b>	<b><i>College Operating Conditions</i></b>
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- 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.
- E. The maintenance of the dining room furniture will be the responsibility of the College.
- F. The College will be responsible for providing cleaning supplies, and garbage bags for use in the cafeteria.
- G. 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.

<b>Section VI:</b>	<b><i>Operator Operating Conditions</i></b>
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- A. The hours for the food service operation during the academic year will be at a minimum of 8:00 am through 2:00 pm (times are negotiable) Monday through Friday serving:
  - Breakfast from 7:00 am – 10:30 am
  - Lunch from 10:30 am – 2:00 pm
  - Grab and go items will be available throughout the open hours.
- B. 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. The academic year runs approximately from late August to mid-May.
- C. 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.

- D. 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 college. The Operator will notify the college of catered events not sponsored by the college but held on college property.
- E. The Operator shall have exclusive rights to all vending concessions located on both College campuses with the exception of the game machines which are currently operated for the benefit of the student body organization, one pop vending machine near the gymnasium on the Willmar campus, and all athletic event concessions on or off campus.
- The College will have final approval on the installation of any vending machines.
  - The College shall have final approval on the sale of all nonfood items.
  - The Operator shall provide a comparable number of vending machines, as presently in place throughout the campuses:
    - i. Hutchinson campus: approximately 6 vending machines
    - ii. Willmar campus: approximately 20 vending machines
  - The final number of vending machines and types of vending machines is negotiable between the Operator and the College.
- 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 area<sup>1</sup> 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.
- L. The Operator will meet with the College administration and designated student representatives at least twice 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.

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

## **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 and email address 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 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 good 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**

For all contracts estimated to be in excess of \$100,000, 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](mailto: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 Ridgewater College authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional 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  
Ridgewater College

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned  
Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities  
Ridgewater College

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. Ridgewater College reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection by Ridgewater College and copies of policies must be submitted to the Ridgewater College 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 Minnesota State, 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, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State's award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> 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
<b>On any single working day within the previous 12 months, the company...</b>					
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 5<sup>th</sup> Street, Suite 700

Metro: 651.296.5663

St. Paul, MN 55101

Toll Free: 800.657.3704

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: 651.296.9042

Email: [employerinfo@therightsplace.net](mailto: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 Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

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

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

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

### **HUTCHINSON CAMPUS:**

#### **Service Line:**

STEAM TABLE, 6'  
GRILL, GARLAND  
2-DEEP FRYER, FRYMASTER  
SINK, BACK CORNER SNACKBAR

#### **Kitchen:**

ICE MACHINE, SCOTSMAN C0330  
DISH WASHER, JACKSON 200B  
COUNTER, STAINLESS STEEL  
CABINET, FOOD STORAGE, 4-SHELF  
COOLER, KOCH WALK-IN  
FREEZER, KOCH WALK-IN  
CART  
CABINET, UPPER 5-SECTIONS  
MIXER, HOBART A-200  
MIXER, KITCHEN AID  
SINK, 8', S.S.  
SINK, SINGLE BASIN SS  
3-RANGE, GAS, VALCAN 4 BURNER  
HOOD SYSTEM, 9 FT  
EXHAUST HOOD  
EXHAUST HOOD W/TABLE

#### **Office/storage:**

2-CABINET, FOOD STORAGE, 4-SHELF  
COUNTER, SS, DISHROOM  
ROLL CART  
SECO-MATIC DME555  
SERVOLIFT, SERVOLIFT EAST 5031RL  
SHELVING, STORE ROOM, STACKABLE  
SINK, 5', S.S.  
STAINLESS STEEL COUNTER  
TABLE, FOOD PREP W/DRAWER

## Exhibit C. Food Service Equipment Inventory (Continued)

### WILLMAR CAMPUS:

<u>Item</u>	<u>Qty</u>	<u>Description</u>
1	12	DRY STORAGE SHELVING
2	1	WALK-IN REFRIGERATOR/FREEZER COMPLEX
3	1	FREEZER SYSTEM
4	12	REFRIGERATOR/FREEZER SHELVING
6	2	DUNNAGE RACK
7	1	REFRIGERATION SYSTEM
8	6	LOCKERS
9	1	DETERGENT SHELVING
11	1	MOP SINK
12	1	UTILITY SHELF W/MOP HANGER
13	2	PAN STORAGE SHELVING
14	1	MOBILE PROOFING CABINET
16	5	HAND SINK
17	1	COLD FOOD PREP COUNTER W/SINKS
18	1	WALL SHELF
19	1	DISPOSER
21	1	SPRAY RINSE
22	3	MOBILE TRASH BIN
23	3	REACH-IN REFRIGERATOR, 1-SEC.
24	1	MOBILE EQUIPMENT STAND
26	1	12 QUART MIXER
27	1	WORKCOUNTER
28	1	MOBILE EQUIPMENT STAND
29	1	SLICER
30	1	60 QUART MIXER
31	1	5 QUART MIXER
32	1	MOBILE RACK
33	1	WORKCOUNTER W/SINK
34	1	SHEET PAN DOLLY
36	1	UTILITY CART
37	1	FLOOR GRATE & FRAME
38	1	ICE BIN
39	1	ICE MAKER
41	1	WATER FILTRATION SYSTEM
42	1	EXHAUST HOOD
43	1	STAINLESS STEEL WALL PANEL
44	1	COMBI OVEN, 2-SEC.
47	1	TILTING FRY PAN, 30 GALLON
48	1	KETTLE STAND
49	1	PRESSURE FRYER
52	1	12 GALLON KETTLE
53	1	6-BURNER RANGE W/OVEN
54	1	STEAMER, BOILERLESS, 1-SEC.
57	1	FIRE PROTECTION SYSTEM
61	1	WORKCOUNTER W/SINK

<b><u>Item</u></b>	<b><u>Qty</u></b>	<b><u>Description</u></b>
62	4	TRASH BIN
63	1	DOUGH PRESS
64	1	REFRIGERATED PREP TABLE
66	1	EXHAUST HOOD
67	1	STAINLESS STEEL WALL PANEL
68	1	FIRE PROTECTION SYSTEM
69	1	DECK OVEN, 2-SEC.
71	1	REACH-IN REFFRIGERATOR/FREEZER, 2-
72	1	WORKCOUNTER W/SINK
73	1	EXHAUST HOOD
74	1	STAINLESS STEEL WALL PANEL
75	1	SHORTENING DISPOSAL UNIT
76	1	FRYER W/FILTER, 2-SEC.
77	1	FIRE PROTECTION SYSTEM
78	1	WORKCOUNTER
79	1	GRILL COUNTER
80	1	FIRE PROTECTION SYSTEM
81	1	EXHAUST HOOD
82	1	PROTECTOR SHELF SYSTEM W/HEAT LAMP
83	2	BREAD RACK
84	1	REFRIGERATED BASE, 1-SEC.
85	5	ELECTRONIC MENU BOARD
87	1	GRILL
88	1	CHARBROILER
89	2	HEATED DISPLAY SHELF
91	1	DROP-IN COLD PAN, 1-WELL
92	1	PIZZA SERVING COUNTER
93	1	PROTECTOR SHELF SYSTEM W/HEAT LAMP
94	1	CUTTING BOARD
96	1	MOBILE WARMING CABINET
97	1	SAUTE' & HOME STYLE COUNTER
98	1	PROTECTOR SHELF SYSTEM W/HEAT LAMP
99	1	EXHAUST HOOD
100	1	FIRE PROTECTION SYSTEM
102	1	HOT/COLD PAN, 3-WELL
103	1	SAUTE' RANGE W/ REFRIGERATED BASE & RAIL
104	1	HOT FOOD WELL, 2-WELL
107	1	SALAD/SANDWICH/COFFEE COUNTER
108	1	PROTECTOR SHELF SYSTEM
109	1	DROP-IN COLD PAN, 3-WELL
111	1	DROP-IN COLD PAN, 4-WELL
112	1	PANINI GRILL
113	2	SOUP WELL
114	1	WORKCOUNTER W/SINK
115	2	UNDERMOUNT UTILITY SINK
116	1	CONVECTION MICROWAVE OVEN
117	1	MOBILE DESSERT CABINET
118	1	HOT BEVERAGE/DESSERT/CASHIER COUNTER
119	1	PROTECTOR SHELF SYSTEM
122	1	CUP DISPENSER
123	1	COFFEE BREWER

<b><u>Item</u></b>	<b><u>Qty</u></b>	<b><u>Description</u></b>
124	1	COFFEE CONDIMENT DISPENSER
126	3	CASH REGISTER
127	1	DISPLAY REFRIGERATOR, 2-SEC.
128	1	COLD BEVERAGE/CASHIER COUNTER
129	1	CUP DISPENSER
131	1	ICE DISPENSER W/SODA HEADS
132	1	ICE MAKER
133	1	SODA SYSTEM
136	1	WORKCOUNTER W/SINK
137	1	AIRPOT BREWER
138	1	UNDERCOUNTER REFRIGERATOR, 1-SEC.
139	4	CUP DISPENSER
141	2	BLENDER
142	1	MOBILE ICE BIN
143	1	SERVING COUNTER
144	1	ESPRESSO MACHINE
146	1	SYRUP BOTTLE RACK
147	1	BAKERY DISPLAY CASE
151	2	MOBILE SOILED TRAY RACK
152	1	SOILED DISHTABLE
153	1	RACK SHELF W/RACK STORAGE
154	1	DISPOSER
156	1	SPRAY RINSE
157	2	EXHAUST DUCT RISER
158	1	DISHMACHINE W/BOOSTER HEATER
159	4	DISH DOLLY
160	2	RACK DOLLY
161	1	CLEAN DISHTABLE
162	1	EYE/FACE WASH STATION
163	1	HOSE REEL
164	1	POT & PAN SINK

## Exhibit D. Summary of Revenues

- Fiscal Year 2017
  - Hutchinson Campus \$ 92,521
  - Willmar Campus \$221,232
  - Total \$313,753
  
- Fiscal Year 2018
  - Hutchinson Campus \$55,422 (January – May only)
  - Willmar Campus \$231,797
  - Total \$287,219
  
- Fiscal Year 2019
  - Hutchinson Campus \$36,181 (Estimated)
  - Willmar Campus\* \$204,132
  - Total \$240,313

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
***RIDGEWATER COLLEGE***

**SERVICES CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *RIDGEWATER COLLEGE* (hereinafter MINNESOTA STATE), and *[INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS]*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MINNESOTA STATE is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on July 1, 2020 **or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later**, and shall remain in effect until June 30, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to two (2), one (1) year extensions, upon written agreement by Minnesota State and CONTRACTOR prior to June 30, 2024 and June 30, 2025. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE's authorized representative.**
2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will abide by the following conditions:
  - a. Comply with the provisions of the Request for Proposal issued March 2, 2020 (RFP) as prescribed (Exhibit A). In the event of a conflict in the terms of this Contract and the RFP, the terms of this contract shall prevail.
  - b. Provide the management, personnel, food products, supplies, materials and effort necessary for the management of functions at a level of quality acceptable to Minnesota State. Additionally, the CONTRACTOR will be responsible for food and beverage purchasing and production, quality control, human resources management (such as, but not limited to: hiring, training, development, dismissal, et cetera), and timely and responsive financial management of the Campus Food Service.
  - c. The scope of the work to be performed by the CONTRACTOR includes:
    - i. Operation of the Food Service at both the Hutchinson and Willmar Campuses of RIDGEWATER COLLEGE.



- ii. CONTRACTOR shall have exclusive rights to all vending located on both college campuses with the exception of the specific exclusive rights mentioned in this section.
- iii. Food Service will operate with the official college calendar/academic year and will be open every day MINNESOTA STATE has classes and/or exams.
- iv. CONTRACTOR shall have exclusive rights to operate the Food Service for events sponsored by MINNESOTA STATE as defined herein. The parties may revise the scope of CONTRACTOR exclusivity upon mutual written agreement. Upon mutual written agreement with MINNESOTA STATE, CONTRACTOR may relinquish its exclusive rights for limited specialized food services provided by MINNESOTA STATE or others for a specific, pre-identified event. Exceptions to the exclusive right provisions are as follows:
  - (a) CONTRACTOR may be asked, but does not have the exclusive right, to provide catering services for on-campus events that are not sponsored by MINNESOTA STATE, and off-campus events.
  - (b) The exclusive rights granted to the CONTRACTOR to conduct the cafeteria and catering food service on both campuses shall not prevent concession sales by student clubs or others designated by MINNESOTA STATE. Student clubs may purchase food and beverages from a source other than CONTRACTOR if the purchase cost is lower than CONTRACTOR'S charge. Such purchases may then be re-sold by student clubs to third parties. Groups having approval from MINNESOTA STATE to sell food and beverages shall be encouraged to consider purchasing products from CONTRACTOR.
  - (c) It is understood and agreed to that the MINNESOTA STATE bookstore reserves the right to sell candy, gum, snacks, and beverages of their choice, in their sole discretion, that the vending machine service at MINNESOTA STATE is not subject to this Agreement, and that this Agreement does not confer any rights to the Contractor to sell food or beverages in the bookstores.
  - (d) Upon mutual written agreement between MINNESOTA STATE and CONTRACTOR, outside vendor catering services during summer hours of operation can be solicited and contracted for by MINNESOTA STATE without breaching this Agreement if CONTRACTOR is not able to provide the services MINNESOTA STATE desires. CONTRACTOR's and MINNESOTA STATE must sign a written agreement and release form before any outside vendor catering services are solicited or provided.
  - (e) CONTRACTOR shall not allow use of MINNESOTA STATE'S cafeteria, kitchen, or equipment for purposes other than food service and catering operations related to this agreement. Use of the facility and equipment by CONTRACTOR, employee of CONTRACTOR, or other parties for personal or other reasons not related to this contract is prohibited.

d. Other Conditions

- i. CONTRACTOR shall abide by all applicable Minnesota State policies and procedures.
- ii. Minnesota State will provide adequate equipment for the food service line and kitchen preparation areas. Replacement of existing college-owned equipment shall be the responsibility of Minnesota State. The purchase of additional pieces of preparation or service equipment shall be made with a written request and signed approval by Minnesota State.
- iii. Minnesota State will provide for cleaning of the exhaust systems and will coordinate such cleanings during academic breaks to minimize disruption to the food service operations.
- iv. Minnesota State will allow the CONTRACTOR use of all the college-owned cafeteria equipment and supplies that are already in place.
- v. Minnesota State will provide the CONTRACTOR with reasonable and required utility services for the efficient performance of the Agreement not including long distance phone access or internet data connectivity
- vi. The maintenance of the dining room furniture will be the responsibility of Minnesota State.
- vii. Minnesota State will be responsible for providing cleaning supplies, and garbage bags for use in the cafeteria.
- viii. Minnesota State 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. Minnesota State will move refuse to the appropriate disposal areas.
- ix. CONTRACTOR shall be responsible for all costs for required paper, office, and general cleaning supplies for the operation of all assigned Food Service areas. MINNESOTA STATE will purchase janitorial supplies for the food service areas.

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

- a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:
  - i. Compensation of *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS AND NUMBER OF HOURS, e.g, Fifty and 00/100 Dollars (\$50.00) for eighty (80) hours]*
  - ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed *[INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS, e.g. Four Thousand One Hundred Twenty and 00/100 Dollars (\$4,120.00).]*
- b. Terms of Payment.
  - i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by

MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

- ii. Monthly, along with the report of the sales and cash count reports for the manual and catering services.
  - iii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.
4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.
- a. MINNESOTA STATE's authorized representative for the purpose of administration of this contract is:  
  
Name: Dan Holtz, Vice President of Finance & Operations  
Address: 2101 15<sup>th</sup> Avenue NE, Willmar, MN 56201  
Telephone: 320.222.5205  
E-Mail: daniel.holtz@ridgewater.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:  
  
Name:  
Address:  
Telephone:  
E-Mail:

5. **CANCELLATION AND TERMINATION.**

- a. Notwithstanding any term, condition or requirement of this Agreement, at any time during this Agreement, including the Initial Term or any renewal term, either party may terminate this

Agreement for its convenience, or for no reason or any reason, without cause, by notifying the other party in writing at least ninety (90) calendar days prior to the intended termination date. If this Agreement is terminated by Minnesota State, and provided that Minnesota State continues to fulfill its obligations under this Agreement, CONTRACTOR shall continue operation of the Food Service until a date mutually agreed upon in writing by both parties.

- b. If either party breaches a provision of this Agreement (hereinafter "Cause"), the non-breaching party shall give the other party notice of such Cause or breach. If the Cause or breach is remedied to the satisfaction of the non-breaching party within ten (10) business days in the case of failure to make payment when due, or within thirty (30) business days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied to the satisfaction of the non-breaching party within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period noted in this subparagraph. If CONTRACTOR breaches the Agreement, Minnesota State gives notice to terminate the Agreement, and CONTRACTOR does not remedy the breach to Minnesota State's satisfaction during the applicable remedy period, then Minnesota State may declare the term ended, enter into and upon the Premises or any part of the Premises, either with or without process of law, and expel CONTRACTOR or any person occupying the same in or upon the Premises, using such force as may be necessary to do so, and repossess and enjoy the Premises as in Minnesota State's former estate. If any breach shall occur other than in the payment of money, which cannot with due diligence be cured within thirty (30) business days, and CONTRACTOR, prior to the expiration of thirty (30) business days from and after the giving of notice commences, in good faith and as expeditiously as possible, to eliminate the cause of such breach, then Minnesota State shall not have the right to declare the term ended by reason of such breach, provided that CONTRACTOR continues to use due diligence to remedy the breach within a reasonable period of time.
- c. Notwithstanding any other provisions of this paragraph to the contrary, either party shall be under a duty to immediately remedy a breach of this Agreement that poses a health or safety issue. If either party determines that a breach is a danger to the health and safety of any of the parties or their employees, customers, or invitees, it shall so notify the breaching party in writing and the breaching party shall respond immediately, which shall mean that the party must use all diligence reasonably possible under the circumstances. If the breaching party does not respond promptly and appropriately to the written demand, the demanding party may take immediate action to remedy the problem and submit the cost to resolve the problem to the breaching party for reimbursement within fourteen (14) calendar days. If the breaching party fails to make the reimbursement to the demanding party, the demanding party may proceed to terminate this Agreement for Cause as provided for in this Section.
- d. If this Agreement is terminated by either party, all outstanding amounts owed CONTRACTOR by Minnesota State, or Minnesota State by CONTRACTOR, shall become due and payable within thirty (30) calendar days of the termination date.
- e. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for

work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.
7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.
8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE's obligation or responsibility.
9. **MINNESOTA STATUTES § 181.59.**

The Contractor will comply with the provisions of Minnesota Statutes § 181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10. **DATA DISCLOSURE.**
  - a. 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.

- b. Independent Contractors. Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this 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.

- 11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR 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 CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MINNESOTA STATE.

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

- 12. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE's opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE's discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- 13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. **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.
- 15. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

16. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

17. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure; 11. Government Data Practices Act; 12. Intellectual Property; 13. Jurisdiction and Venue; and 15. State Audits.

18. **INSURANCE.**

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MINNESOTA STATE's authorized representative prior to execution of the contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

iii. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall 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.

iv. **Commercial General Liability.** CONTRACTOR shall 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 CONTRACTOR 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 applying per project or location

\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims

arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- v. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

- c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract:
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- 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 and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Contract.

- d. MINNESOTA STATE reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE's authorized representative upon written request.

**19. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.**

MINNESOTA STATE intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.



- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
  - iii. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - iv. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
    - ii. The CONTRACTOR must 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 CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon 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 for training, including apprenticeship.
    - iii. The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - iv. In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - v. The CONTRACTOR 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 must state the CONTRACTOR'S

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.

- vi. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statute §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 persons.
- v. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
- vi. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**20. EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.**

MINNESOTA STATE intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the CONTRACTOR has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. CONTRACTOR must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to CONTRACT execution. CONTRACTOR 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. A certificate is valid for four years.
- iii. Consequences. The consequences for the CONTRACTOR'S failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are but are not limited to, suspension or revocation of a certificate of Compliance by the COMMISSIONER, and termination of all or part of this contract by the COMMISSIONER or MINNESOTA STATE.
- iv. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

**21. OTHER PROVISIONS.**

None.

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

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
RIDGEWATER COLLEGE:**

By (authorized signature and printed name)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date