Request for Proposal
#123549003

University Food Service
& Commerce Solution

Student Affairs – Dept. of Residential Life
Minnesota State University, Mankato

Facilities Purchasing Office

Request for Proposal #123549003

University Food Service and Commerce Solution

Return proposals to:
Donna Hensel, Coordinator
Minnesota State University, Mankato
358 Wiecking Center
415 Malin Street
Mankato, MN 56001
507-389-5016
Email: donna.hensel@mnsu.edu

Name of Vendor Firm: ____________________________

Firm Contact: ____________________________ Phone: ____________________________

Address: ____________________________

Email: ____________________________ Web Address: ____________________________

Signature of Authorized Agent: ____________________________ Date: ____________________________

Proposals are being accepted by Minnesota State University, Mankato for University Food Service and Commerce Solution. See specifications in the RFP following.

Minnesota State University, Mankato shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to campus. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked “Proposal No. 123549003 -- University Food Service and Commerce Solution” along with the Company’s name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company’s agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the University’s failure to fulfill its obligations pursuant to this agreement.
ACCESSIBILITY: COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Company agrees that in occupying the premises as described herein, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. The University 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.

This document is available in alternative format to individuals with disabilities by calling Donna Hensel at the Office of Facilities Purchasing 507-389-5016 or 800-627-3529 (TTY).

DISCLAIMER

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

MINNESOTA DATA PRACTICES ACT

The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the 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 Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article by either the CONTRACTOR or the STATE, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.
SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State University, Mankato 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 Facilities Purchasing Web Site: http://www.mnsu.edu/fpurchase/. 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.

September, 2019
REQUEST FOR PROPOSAL (RFP) #123549003
FOR
UNIVERSITY FOOD SERVICE AND COMMERCE SOLUTION

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Minnesota State RFP Template-OGC Revised December 9, 2014
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.

Minnesota State University, Mankato, a comprehensive university in the Minnesota State Colleges and Universities (Minnesota State) system, is located on a 303 acre campus in Mankato, Minnesota, a community of approximately 53,000 situated in the Minnesota River Valley of south central Minnesota. The University offers a full range of undergraduate and a broad selection of graduate programs, and as such, has statewide responsibilities for the articulation of and providing access to professional programs not available at other colleges and regional universities. The University also has a major obligation to provide leadership in applied research important to the economy and quality of life in the state.

Founded in 1868, Minnesota State University, Mankato, has evolved from its beginnings as a normal school, to become in 1921 Mankato State Teachers College when it was authorized to offer a four-year curriculum. Because of its increasing commitment to providing more than teacher preparation, the name was changed to Mankato State College in 1957. The institution continued to grow in size and its reputation for academic excellence led to university status in 1975. Mankato State University became Minnesota State University, Mankato, in September 1998, giving further prominence to its growth to an institution recognized nationally.

The University is under the control and management of the Minnesota State Colleges and Universities (Minnesota State) Board of Trustees, an agency of the State of Minnesota.

More than 15,000 students, including more than 600 international students from approximately 75 countries, attend Minnesota State University, Mankato. 1,500 faculty and staff, including more than 700 teaching faculty, provide for those student customers.

For additional information on the campus those interested are invited to review the University’s Web site at:
http://mankato.mnsu.edu/

Nature of RFP

Minnesota State University, Mankato is requesting proposals to assist in improving its university dining / retail dining point-of-sale and commerce solution. This RFP is undertaken by Minnesota State University, Mankato pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

1) Capabilities of the solution to manage university dining service board plans, flex cash, retail food service.
2) Ability of the solution to improve service to students by means of advance ordering, information provided through mobile or web apps, secure and convenient purchasing including credit card and mobile pay.
3) Capability to integrate with other services and points of sale to facilitate purchases.
4) Security of solution to protect financial transactions and private data.
5) Interoperability with 3rd party non-proprietary hardware and software and existing university systems.

Selection Process

The selection process includes staff from Finance and Administration, Student Financial Services, Residential Life, Student Union, Campus Dining, Student Affairs and ITS. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

<table>
<thead>
<tr>
<th>Day/Date</th>
<th>Timeline Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, September 27, 2019</td>
<td>Publish RFP</td>
</tr>
<tr>
<td>Wednesday, October 9, 2019, by 4:00 p.m.</td>
<td>Deadline for Questions submitted on web site</td>
</tr>
<tr>
<td>Wednesday, October 16, 2019, by 4:00 p.m.</td>
<td>Answers posted on web site</td>
</tr>
<tr>
<td>Wednesday, November 6, 2019, by 4:00 p.m.</td>
<td>Deadline for RFP proposal submissions</td>
</tr>
<tr>
<td>Thursday-Friday, Nov. 7 - 15, 2019</td>
<td>Review RFP proposals</td>
</tr>
<tr>
<td>Tuesday-Thursday, November 19 - 21, 2019</td>
<td>Meet with individual responders</td>
</tr>
<tr>
<td>Friday, November 22, 2019</td>
<td>Complete selection process</td>
</tr>
<tr>
<td>Tuesday, January 29, 2020</td>
<td>Executing Contract</td>
</tr>
</tbody>
</table>

Contract Term

Minnesota State University, Mankato desires to enter into a contract with the successful vendor(s) effective January 29, 2020. The length of such contract(s) shall be 3 years with the option to renew for two years. If Minnesota State University, Mankato and the vendor is unable to negotiate and sign a contract by January 22, 2020, then Minnesota State University, Mankato 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 Minnesota State University, Mankato 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:

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University, Mankato

School: Minnesota State University, Mankato

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 Minnesota State University, Mankato as the successful responder(s) responsible to execute the terms of a contract.

- Dining Dollars: Stored value account for use in vendor-operated food service locations.
- MavCASH: Stored value account for each student, faculty and staff member where money can be deposited by the individual, or a parent, and used for dining, bookstore purchases, student printing, or vending machine purchases.
- MavCARD: The University's identification card that includes proximity as well as magnetic card swipe.

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 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 Minnesota State University, Mankato and the vendor.

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State University, Mankato 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. Minnesota State University, Mankato also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Minnesota State University, Mankato

Section III. Vendor Requirements

3.0 Current Service Description

The University currently uses Blackboard Transact for a university food service and commerce solution. Dining service is vendor-operated, currently provided to the University by Sodexo. The University sells traditional meal plans to residence hall students and off-campus students who wish to have this level of meal service. These meal plans include all-you-care-to-eat (AYCE) meals and Dining Dollars. The food service vendor sells a variety of smaller meal plan packages to off-campus students, faculty and staff.

Minnesota State University, Mankato has an AYCE University Dining Center that provides service to all Meal Plan customers and welcomes students, employees and guests throughout the year. Retail dining is provided in the Centennial Student Union as well as various remote snack, coffee and dining facilities throughout the campus. There are currently 14 food service registers in operation with three (3) available for spares or special events. Blackboard provides the point-of-sale through cash/credit, flex dollars, meal plans and/or stored value accounts.
Blackboard Transact is also linked to various other services such as Barnes and Noble College Bookstore, Computer Store, Pharos Uniprint for student printing, Printing Services for copy machine vending, snack/food vending machines and visitor’s pay lot.

The MavCash stored value account is available by the student or employee depositing money via 3 cash-to-card machines, online deposit via credit card or deposit at the MavCARD office. Parents or sponsors can add value via credit card online by making a guest deposit to an account through a web page. This declining balance can be used at any location via magnetic stripe on the University MavCARD or via login.

The University MavCARD also provides card access using proximity chips using a Lenel OnGuard system. Cards are produced on Lenel OnGuard, and can be disabled through Blackboard Transact Online Card Office if lost or stolen.

The Online Card Office integrates through SAML to the campus Active Directory for authentication.

Functions that are not currently available include the following:
- Mobile payment methods.
- Simple and intuitive method for students to view account balances
- Mobile food ordering
- Kiosk food ordering

The current agreement is available for renewal August 1, 2020.

3.1 -- RFP Response

The University is requesting proposals to provide University Food Service and Commerce capabilities to the students, faculty, staff and guests of the University and to expand the convenience and service to the campus community.

The rest of this section identifies specific requirements. Requirements are marked as either Mandatory (M), Desirable (D), or Optional (O). In responding to this section, the following must be provided:

A. Vendors must be able to meet the mandatory requirements and indicate in the affirmative that they comply with the requirement.

B. Vendors must clearly indicate if they are able to provide desirable features. If they do, they should indicate how the feature is activated or implemented. Cost for the desirable feature (if not included in the cost tables) should be provided separately. If the vendor identifies that they can provide the desirable feature but does not include associated cost, the University will assume that there is no cost for the feature. If that vendor is selected, they will be required to provide the feature at no cost. Optional items are left up to the vendor to provide or propose at their discretion.

C. **Vendors must provide answers to specific questions asked and respond to request for description in Table A - Table K.** Simply indicating that they comply is not sufficient. Lack of a response to a question or request for additional information may impact the evaluation of a vendor’s proposal. The questions are as follows and are also on the word document needed to be submitted with the RFP.
TABLE A – K: The questions listed below are also in Attachment A that will be sent to vendor’s in a word document. Vendors are to contact Donna Hensel at donna.hensel@mnsu.edu to get a copy in word format. Attachment A is to be included in vendor’s RFP response.

3.2 **Table A -- Overall Solution Requirements**

A. Explain refunding of sales or adjustment of sales. (M)
B. Describe the system’s adaptability to changes in technology and payment methods. (M)
C. Explain support services including methods of contacting support, hours and response times. (M)
D. Explain vendor’s experience in higher education with similar size universities. (M)
E. Include contact information for 5 current customers for references. (M)
F. Explain compliance with user interface design and compliance with the American Disabilities Act. (M)
G. Provide a typical installation and integration timeline. (M)
H. A preference is for a cloud-based hosted system. (D) Explain:
   a) Maintenance schedule, updates and patching.
   b) How the system and various points of sale can continue to operate in event of a system outage or the system becomes disconnected. (M)
   c) Explain what will fail to operate when there is a system outage or the system becomes disconnected. (M)

3.3 **Table B -- University Food Service Point-of-Sale (M)**

There are currently 14 point-of-sale registers in use (and 3 for spares or special events) for campus dining locations throughout the University. There also is a need for more portable PoS equipment in locations for special events.

A. Describe and show examples of PoS equipment options and include pricing for each of the PoS options in Table-B. (M)
B. Describe how financial transaction summary is separated by tender on a POS/Audit report at the POS terminal. (M)
C. Describe payment options at the PoS and include information on security of that transaction. (M)
D. Describe and provide an example how reports are generated at the POS terminal. (M)
E. Describe PoS capabilities for supporting food events that take place outside of buildings but on University grounds. (M)

3.4 **Table C -- Delegated System Roles and Permissions (M)**

The food service vendor (Sodexo) is responsible for all dining transactions (cash, credit card, Dining Dollars, meal plans, etc.) at the all-you-care-to-eat University Dining Center as well as retail transactions at all campus dining locations. This includes reconciling and balancing all credit card transactions. Sodexo provides reports to the University on transactions and purchases.

Conversely, the University is responsible for all transactions and reconciliation of the MavCash stored value/declining balance side including balancing accounts, reconciling credit card transactions, reimbursements, etc.

A. The proposed solution must be able to have separated roles and delegated permissions. Describe how your solution meets this requirement. (M)
B. Describe the reporting available and the level of permissions that are available. (M)
C. Describe how the student or employee can determine their current balance and transaction history. (M)
D. Describe how the student or employee can freeze or disable their account. (M)
E. Describe the process for bulk importing meals plans and dining dollars – such as for a new semester. (M)
F. Describe the process for transactional updating of accounts or values through an API. (M)
G. Describe the process to convert a number of meals from a block meal plan into Dining Dollars to be used in all University Dining locations. (M)

3.5 Table C -- Reporting and Reconciliation (M)
A. Explain how reporting of sales by tender type and by merchant is done and to what level of detail is available. (M)
B. Is a report of purchases by tender type available to customers? (M)
C. Describe and provide an example of reports that can be generated for board count use, product department sales summary by tender, product sales detail, and PoS/Profit Center audit reports. (M)

3.6 Table D -- Stored Value / Declining Balance (D)
A. Describe all the various methods that a student can add money on an individual stored value account. (D)
B. Describe how parents or sponsors can add value to an account without needing to login as the student. (D)
C. Describe how balances of all accounts and purses can be obtained. (D)
D. Explain the level of detail with auditing of transactions. (M)

3.7 Table E -- Food Preorder (D)
A. Describe if customers can order meals online for pickup. (D)
B. Describe the payment methods available. (D)
C. Describe what the food service staff have available to them to view, build and deliver the orders. (D)
D. Describe the ability for customized orders. (D)
E. Describe options for ordering through kiosk. (D)
F. Describe how this solution is used for order fulfillment and what that process will be. (D)

3.8 Table F -- Integration and Interoperability (M)
A. Does your system integrate with SAML to an Azure Active Directory for authentication? (M)
B. Describe how student / employee accounts are established. (M)
C. Describe the user experience for a student connecting to your system for the first time to browse, add value to a stored-value account, check purse balances, and to place an order (if available). (M)
D. Integration with Lenel OnGuard. (D)
E. Integration with Barnes & Noble College. (D)
F. Integration with vending machine readers. (D)
G. Integration with copy vending. (O)
H. Integration with Pharos Uniprint and/or PaperCut. (M)
I. Is a mobile app available with the solution, and what functionality does the app have? (D)
J. Can portions of the mobile app be integrated into the University’s mobile app partner, Ready Education? (D)
K. List what API integration is the solution capable of and what is not possible. (M)
L. Does the solution have the capability to have mobile payment or credit card payment for 3rd party services such as Pharos Uniprint or PaperCut? (D)
M. Does the solution include 3rd party integration with StarRez? (D)

3.9 **Table G -- Vending Integration (D)**

The University has approximately 110 Pepsi, drink and snack vending machines.

A. List the most common vending readers that are used and integrated into your solution and indicate the price of each if supplied by the vendor (D)
B. Are the vending readers proprietary to your system? (O)
C. What payment methods do the readers and your solution support? (M)
D. Does your solution have the capability to report the purchases of cash, credit card and other sales tender methods in each vending machine? (D)
E. Describe the security that these readers feature. (M)

3.10 **Table H -- Student Printing Integration (M)**

The intent is to load an amount of printing to students each semester and when this value has been depleted, students can continue to print using your solution for that transaction.

A. Does your solution provide integration with Pharos Uniprint and/or PaperCut, and to what extent is that integration? (M)
B. Does your solution have the capability of using mobile pay options for individual printing transactions? (For example, the student goes to the printer and logs in, selects the print job of two pages for a cost of ten cents, but there are no more complimentary prints left, so the student uses their phone and taps the pad at the release station or printer to pay the ten cent transaction on their Google Pay/Apple Pay, etc., and the pages are printed.) (D)
C. If your solution is offline or not available such as the connection to the service being down, can Pharos Uniprint or PaperCut continue to function although not beyond the complimentary prints allocated within Uniprint or PaperCut? (M)

3.11 **Table I -- Security and PCI Compliance (M)**

A. Describe PCI compliance of the PoS and proposed solution. (M)
B. Describe how the cloud-based system is secured. (M)
C. Describe the frequency of system and endpoint patching. (M)
D. Describe the estimated life of hardware proposed, and the process for depreciating hardware or software components. (M)
E. Are all points-of-sale that use credit cards/ debit cards EMV capable?

3.12 **Table J -- Payment Processing (M)**

A. Disclose the payment processor for credit transactions. (M)
B. Explain if the proposed system is flexible enough to communicate with the University’s bank or recommended credit card processor and have the ability/capability to change processors in the future. (M)
C. Disclose if a separate payment processor can be used for University and the food service vendor. (D)

3.13 **Table K -- Costs (M)**

A. Explain the cost for software, support, one-time fees, annual fees, maintenance and licensing for your solution and how this is determined. Costs should be based on a 3-year agreement with the option to extend 2 years (M) (Minnesota State University, Mankato will not be obligated to pay for any fees or charges not specified in the proposal)
B. Disclose the costs for the various PoS options including hardware, readers, cash to card, kiosks, etc. (M)
C. Disclose the costs for mobile apps or API integration and explain how this is determined. (M)
D. Disclose the cost options of 3rd party integration. (M)
E. Disclose the cost options of other options such as identification, digital menus, etc. (M)
F. Disclose the costs of payment processing and explain how this is determined. (M)
G. Disclose the costs of on-site and remote training. (M)
H. Disclose the costs of any other feature, option, add-on, or any other aspect not listed above (M).

Information Contact

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing web site (http://www.mnsu.edu/fpurchas/) under submit questions. The questions are linked to the contact person below.

Name: Bryan Schneider
Title: Assistant CIO & Director of Technology Solutions
Address: 3010 Memorial Library
Telephone: (507) 389-5993
E-mail address: bryan.schneider@mnsu.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State University, Mankato 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 Minnesota State University, Mankato to evaluate the responses:

<table>
<thead>
<tr>
<th>Evaluation Criteria Categories</th>
<th>Evaluation Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Overall Solution Requirements. Completeness, thoroughness and detail of response as reflected by responses in Table A</td>
<td>10%</td>
</tr>
<tr>
<td>2. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed in Tables B, C and D</td>
<td>25%</td>
</tr>
<tr>
<td>3. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed in Tables E, F and G</td>
<td>20%</td>
</tr>
<tr>
<td>4. Completeness, thoroughness and detail of response as reflected by the proposal’s discussion and coverage of all elements of work listed in Tables H, I and J</td>
<td>20%</td>
</tr>
<tr>
<td>5. Cost. Table K</td>
<td>25%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
</tr>
</tbody>
</table>

In some instances, an interview will also be part of the evaluation process.
Minnesota State University, Mankato reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Minnesota State University, Mankato 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 Minnesota State University, Mankato or the vendor.

**Affidavit of Non-Collusion**

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

**Human Rights Requirements**

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

**Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

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

**State Audit**

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

**Minnesota Government Data Practices Act**

A. **Data Ownership and Control.**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU 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 Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

MnSCU solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “MnSCU data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. CONTRACTOR has no and acquires no right, title, or interest, whether expressed or implied, in and too MnSCU data.

B. **Public Data Requests.**

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

C. **Not-Public Data.**

The CONTRACTOR acknowledges that the Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. CONTRACTOR is responsible for maintain the confidentiality, security, and protection of MnSCU data related to the Contract.

The CONTRACTOR further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in MnSCU’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONTRACTOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONTRACTOR will use MnSCU data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by MnSCU. CONTRACTOR will not access MnSCU user accounts except to respond to service or technical problems or at MnSCU’s specific request.

The CONTRACTOR agrees that no MnSCU data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by MnSCU contract
administrator or delegate. CONTRACTOR must ensure that any contractors, subcontractors, agents and others to whom it provides MnSCU data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to CONTRACTOR with respect to such data.

D. **Security Incidents.**

If CONTRACTOR becomes aware of a privacy or security incident regarding any MnSCU data, CONTRACTOR will immediately report the event to MnSCU and MNSCU’s Chief Information Security Officer. The decision to notify and the actual notifications to the MnSCU’s data subjects affected by the security or privacy incident is the responsibility of MnSCU. Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend MnSCU and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any MnSCU data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any MnSCU data.

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by CONTRACTOR has been breached. For purposes of this section, “not public data” has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

E. **Security Program.**

CONTRACTOR must make all commercially reasonable efforts to protect and secure MnSCU data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). CONTRACTOR’s Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT"). For purposes of this section, “cloud computing” has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf.

CONTRACTOR will make its Policy available to MnSCU on a confidential, need-to-know basis, along with other related information reasonably requested by MnSCU regarding CONTRACTOR’s security practices and policies. Unless inconsistent with applicable laws, CONTRACTOR and MnSCU must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes §13.37.

F. **End of Agreement Data Handling.**

All MnSCU data shall be remitted, in a mutually agreeable format and media, to MnSCU by the CONTRACTOR upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if MnSCU’s Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data. Ninety days
following any remittance of MnSCU data to MnSCU, CONTRACTOR shall, unless otherwise instructed by MnSCU in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR’s sole cost and expense.

G. Trade Secrets
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 Minnesota State’s rights.
Physical and Data Security

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

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

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

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State and Minnesota State University, Mankato 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.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Wednesday November 6, 2019

Institution: Minnesota State University, Mankato
Name: Donna Hensel
Title: Facilities Purchasing Coordinator
Mailing Address: 358 Wiecking Center
415 Malin Street
Mankato, MN   56001

The responder shall submit seven (7) copies of its RFP response and a compact disc/jump drive with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. One copy of the proposal must be
unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

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

Fax and e-mail responses will not be considered.

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

The remainder of this page was intentionally left blank
STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Responder’s Firm Name: ________________________________

Authorized Signature: ________________________________

Date: ______________________________________________

Subscribed and sworn to me this _______ day of __________

Notary Public: ________________________________

My commission expires: ______________________________
NOTICE TO CONTRACTORS

AFFIRMATIVE ACTION

CERTIFICATION OF COMPLIANCE

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

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

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

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

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

Your response will be rejected unless your business:

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

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

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

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

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

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

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

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

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

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

**DISABLED INDIVIDUAL CLAUSE**

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

C. In the event of a vendor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

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

NAME OF COMPANY: ______________________________________________________

AUTHORIZED SIGNATURE: ________________________________________________

TITLE: __________________________________________________________________

DATE: ___________________________________________________________________
Use this form if the RFP is anticipated to exceed $500,000, including extension options.

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