REQUEST FOR PROPOSAL (RFP)
FOR
BOOKSTORE MANAGEMENT

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees, or Southwest Minnesota State University to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest.

Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed.

MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) at:

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.
# REQUEST FOR PROPOSAL (RFP) FOR BOOKSTORE MANAGEMENT

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1.0 General Information

1.1 Background

Minnesota State Colleges and Universities 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 32 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately students annually in credit-based courses and additional students in non-credit courses, and produces approximately graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Southwest Minnesota State University is a fully accredited liberal arts institution, the youngest of the seven four-year universities within the Minnesota State Colleges and Universities (MnSCU) system. Southwest Minnesota State University is fully accessible and offers 48 undergraduate majors, 46 minors, four associate degree majors and four master’s programs. A number of “two-plus-two” programs with community colleges within the MnSCU system makes it seamless to move from an associate degree to a bachelor’s degree at Southwest Minnesota State University. The University enrolls approximately 7,900 students in its undergraduate, graduate, and College Now programs encompassing the liberal arts, interdisciplinary studies and applied fields. The University is a member of the Minnesota State Colleges and Universities System and has a faculty and staff of about 400. For further information about the University, see our web site at: www.smsu.edu.

1.2 Nature of Request for Proposal (RFP)

Southwest Minnesota State University (herein referred to as the “School”) is requesting proposals to operate and manage its existing on-campus bookstore, with the intent to enter into a contract for up to five years, commencing no later than July 1, 2014. This RFP is undertaken by the School pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Selection of vendors shall be based on the School’s evaluation of responses. The School intends to enter into a contract with the selected vendor, and this contract will contain all the terms and conditions required by this request for proposals (RFP), as well as any further terms and conditions negotiated between Southwest Minnesota State University, the System Office’s General Counsel and/or the Office of the Attorney General, and the selected vendor.

1.3 Selection Criteria

The following general criteria upon which proposals will be evaluated include, but are not limited to, the following:

a. Expressed understanding of proposal objectives 10 points

b. Quality/Comprehensive Proposal 40 points
   • Detailed description of management processes and procedures.
   • Textbook programs (for example, e-book, textbook rental, on-line sales, buyback plans, etc.).
   • Organizational structure with regards to the textbook arm of business.
   • Express delivery of service methods (sales/marketing/communication strategies).
   • Sales and Promotions related to wearing apparel, imprinted inventory, novelties, trade books, etc., including web sales, opportunities and offerings.
   • Proven successful customer services practices, flexibility in sourcing to meet specific book, clothing and merchandise requests.
   • Involvement in the educational mission.
c. Qualifications 20 points

- Knowledge, resources and tools to keep up with industry standards and deliverables based on the customer demand: address staffing resources, tools and support available to potential on-site management with regard to industry standards and law requirements.
- Awareness and understanding of School's academic programs, including methods of delivery.
- Demonstration of management’s approach to timely business practices while instructional and staffing changes are determined from semester to semester.
- Experience, including current and prior agreements with Minnesota State Colleges and Universities (provide length of contract at each institution).
- List of industry-specific software and programs that will be available to students and faculty for the purchasing of books, software, and other items needed for class requirements.
- List of bookstores currently managed.
- Provide a minimum of three references with contact information and brief description of vendor's relationship with each reference.

d. Cost/Value to Southwest Minnesota State University 30 points

- Detailed description of proposed commission rate to be paid to School
- Other financial and capital investments that may be proposed.

Interviews may be held as part of the evaluation process.

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. The vendor selection and contract award shall be made in the best interest of the School. Accordingly, the School shall select the vendor(s) whose proposal(s), and oral presentation(s), if requested, demonstrate in Southwest Minnesota State University’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner.

This Request for Proposal is not subject to competitive bidding requirements of Minnesota Law. The University reserves the right to accept or reject any and all proposals, in whole or in part. The University reserves the right to:

- Accept or reject any and all proposals, in whole or in part.
- Waive any informalities or minor defects in proposals if it is deemed not to have any material effect on the final outcome.
- Accept any item(s) in any proposal, unless otherwise specified in writing by Responder.
- Negotiate separately as necessary in order to serve the best interests of the University.

This RFP shall not oblige the School to award a contract or complete the proposed project and the School reserves the right to cancel this RFP if it is considered to be in its best interest.

The School 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 Section 1.5 of this RFP.

Please refer to Section 1.17 Proposal Rejection and Waiver of Informalities for additional information.

1.4 Selection Process

The selection panel includes an Ad Hoc Southwest Minnesota State University Bookstore RFP Committee consisting of the Associate Vice President for Student Affairs, the Vice President of Finance and Administration, the Director of Business Services, the Purchasing Director, one SmSUFA representative, one MSUAASF representative, one classified representative and two student representatives. The ad hoc committee will evaluate the proposals and make a recommendation for the vendor selection to the President of the School.
All complete proposals received by the deadline will be evaluated. An interview or site visit(s) of present locations where responders occupy may be part of the evaluation process.

1.5 Selection and Implementation Timeline

Monday, March 10, 2014 Notice Published on Dept of Administration Website and RFP available on School’s website

Friday, March 28, 2014 by 2:00 PM Deadline for vendor questions regarding RFP

Friday, April 4, 2014 by 2:00 PM Responses to vendor questions provided to each participant and posted on the School’s website

Wednesday, April 16, 2014 by 2:00 PM Submission deadline for RFP proposals

April 16 – April 23, 2014 Review and evaluation of proposals

April 24 – April 30, 2014 Interviews (if necessary)

May 8, 2014 Complete selection process and initiate contract

1.6 Vendor Questions

Vendor questions must be submitted via email by 2:00 PM on March 28, 2014, to:

Jeff Kuiper, Director of Purchasing
Southwest Minnesota State University
Email: Jeff.Kuiper@smsu.edu
Phone: 507-537-6225

Questions must include the name, telephone number and e-mail address of the questioner. Anonymous inquiries will not be answered. Answers will be posted on the same website as the RFP (/) by the date indicated in Section 1.5 of this RFP.

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the School shall not be bound by, and responders may not rely on, information regarding RFP requirements obtained from non-authorized persons.

1.7 Contract Term

The School desires to enter into a contract with the successful vendor(s) effective July 1, 2014. The length of such contract(s) shall be up to five years. If the School and the vendor are unable to negotiate and sign a contract by May 29, 2014, the School reserves the right to seek an alternative vendor(s).

1.8 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 the School and the successful vendor(s).

1.9 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. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.
Upon the expiration or termination of the leasing agreement, the vendor shall surrender possession of premises to the University in the same order as when received minus ordinary wear and tear, and depreciation excepted, the fixtures and equipment owned by the University and any equipment furnished by the vendor to replace similar equipment which may have become lost, damaged, or destroyed, shall become the sole property of the University.

1.10 Definitions

Wherever and whenever the following words or their pronouns occur in this proposal, they shall have the meaning given here:

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

School(s): Southwest Minnesota State University

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.

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

1.11 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.

1.12 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 School's Vice President of Finance and Administration.

1.13 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. The contents of the proposal of the successful bidder shall be incorporated and made part of the contract by reference. All previous communication 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. The School reserves the right to incorporate standard State of Minnesota contract provisions into any contract resulting from this RFP.

1.14 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.
1.15 **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 the School and the vendor. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

1.16 **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.

1.17 **Proposal Rejection and Waiver of Informalities**

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

a. Reject any and all proposals received in response to this RFP;
b. Select a proposal for contract negotiation other than the one with the lowest cost;
c. Negotiate any aspect of the proposal with any vendor;
d. Terminate negotiations and select the next most responsive vendor for contract negotiations;
e. Terminate negotiations and prepare and release a new RFP;
f. Terminate negotiations and take such action as deemed appropriate.

1.18 **Material Ownership and Disposition of Responses**

All materials submitted in response to this RFP shall become property of the School and MnSCU and will become public record after the evaluation process is completed and an award decision made. Disqualification of a responder does not curtail this right. Responses to this RFP will not be open for public review until the School awards a contract.

If responders submit information in response to this RFP that they believe to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. 13.37, responders must:

a. Clearly mark all trade secret materials in response at the time the response is submitted.
b. Include a statement in the response justifying the trade secret designation for each item.
c. Defend any action seeking release of the materials believed to be trade secret and indemnify and hold harmless MnSCU, the School, and its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the School's award of the contract. In submitting a response to this RFP, the vendor agrees that this indemnification survives as long as the trade secret materials are in the possession of the School.

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

1.19 **Cost of Proposal**

The School will not be liable for any costs incurred by responders in preparation of a proposal answering this request for proposal.
2.0 VENDOR REQUIREMENTS

2.1 MnSCU Information Contact

The School's contact/liaison for purposes of responding to inquiries about the RFP is:

Name: Jeff Kuiper
Title: Director of Purchasing
Address: 1501 State Street IL 139
         Marshall, MN 56258
E-mail Address: Jeff.Kuiper@smsu.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and the School shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. See Section 1.6 for further information on submission of vendor questions.

2.2 Relevant Information

a. The following are rounded estimates of the book charging and sales trends for this school:

### Book Charging Trend Estimates

<table>
<thead>
<tr>
<th>Type of Sale</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Textbooks</td>
<td>773,078</td>
<td>595,273</td>
<td>542,487</td>
</tr>
<tr>
<td>Used Textbooks</td>
<td>418,222</td>
<td>332,762</td>
<td>360,643</td>
</tr>
<tr>
<td>Textbook Rentals</td>
<td>34,502</td>
<td>163,590</td>
<td>179,347</td>
</tr>
<tr>
<td>Digital Textbooks</td>
<td>11,311</td>
<td>8,931</td>
<td>9,525</td>
</tr>
<tr>
<td>Trade Books</td>
<td>13,415</td>
<td>12,147</td>
<td>11,933</td>
</tr>
<tr>
<td>School Supplies</td>
<td>29,437</td>
<td>26,475</td>
<td>23,660</td>
</tr>
<tr>
<td>Other</td>
<td>268,107</td>
<td>227,458</td>
<td>237,817</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,548,071</strong></td>
<td><strong>1,366,635</strong></td>
<td><strong>1,365,412</strong></td>
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</tbody>
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### Buyback

<table>
<thead>
<tr>
<th>Type of Sale</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyback</td>
<td>220,140</td>
<td>136,988</td>
<td>88,332</td>
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### Online Sales

<table>
<thead>
<tr>
<th>Type of Sale</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Sales</td>
<td>318,120</td>
<td>330,645</td>
<td>360,647</td>
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### Monthly Trends

<table>
<thead>
<tr>
<th>Month</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>July</td>
<td>40,172</td>
<td>39,307</td>
<td>31,366</td>
</tr>
<tr>
<td>August</td>
<td>627,121</td>
<td>538,684</td>
<td>352,213</td>
</tr>
<tr>
<td>September</td>
<td>113,528</td>
<td>103,464</td>
<td>273,448</td>
</tr>
<tr>
<td>October</td>
<td>24,629</td>
<td>22,758</td>
<td>40,048</td>
</tr>
<tr>
<td>November</td>
<td>22,591</td>
<td>17,585</td>
<td>16,973</td>
</tr>
<tr>
<td>December</td>
<td>100,513</td>
<td>99,493</td>
<td>60,974</td>
</tr>
<tr>
<td>January</td>
<td>422,806</td>
<td>383,575</td>
<td>408,074</td>
</tr>
<tr>
<td>February</td>
<td>27,955</td>
<td>22,240</td>
<td>37,955</td>
</tr>
<tr>
<td>March</td>
<td>33,185</td>
<td>25,041</td>
<td>26,876</td>
</tr>
<tr>
<td>April</td>
<td>51,645</td>
<td>34,618</td>
<td>29,041</td>
</tr>
<tr>
<td>May</td>
<td>66,657</td>
<td>66,917</td>
<td>76,307</td>
</tr>
<tr>
<td>June</td>
<td>17,268</td>
<td>12,955</td>
<td>12,138</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,548,071</strong></td>
<td><strong>1,366,635</strong></td>
<td><strong>1,365,412</strong></td>
</tr>
</tbody>
</table>
b. Exclusivity Information.

The Contractor will honor any current or future exclusive rights contracts the School is bound to. Current exclusive rights contracts are in place for vending and food service. These contracts do not prohibit the Contractor from selling candy, snacks, soft drinks, etc.

2.3 General Requirements

The successful bookstore company shall provide the University community with the merchandise and services expected of a top quality academic campus bookstore.

a. Contractor will supply in a timely manner a sufficient quantity of all required and recommended textbooks, supplemental classroom materials and aids, including electronic devices and disks.

b. Furnish a wide selection of current trade, academic and technical literature in support of academic disciplines at the University.

c. Contractor will provide timely response to special order literature and other instructional materials.

d. Maintain price levels competitive with other campus based bookstores

e. The Store’s normal hours of operation and holiday closing schedule shall be as approved in writing by School after consultation with Contractor; hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand. The current store is operated twelve (12) month per year.

f. As approved by the School, Contractor shall have the exclusive right to provide course-adopted software and paper and electronic custom anthologies, as well as the right of first refusal to fulfill any distance learning instructional and ancillary materials required by School during the term of this Agreement with the exception of projects initiated by MnSCU System Office and/or the MN State University Student Association.

g. Contractor will provide an interactive, easy to navigate, website with an electronic ordering system to enable students, University employees, alumni, and friends of the University to purchase books, materials merchandise on-line.

h. Contractor shall offer a significant selection of soft goods such as office and art supplies, incidental household goods, personal care items, University insignia wearing apparel and memorabilia, and such other related items including ethnic products needed in a culturally diverse community.

i. Contractor shall participate in the academic, cultural and social environment of the University and take every opportunity to offer special merchandising and/or assistance based on the University’s ongoing and unique activities. It is essential that members of the academic community view the bookstore as more than just a retail center which exists for the sole purpose of making a profit. The bookstore should actively enforce its image as a partner in the academic enterprise.

j. In order to secure property in the Store, Contractor shall cooperate with the School’s Safety and Security Director in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with School Security, Contractor shall create and maintain a Store security plan acceptable to School for textbook buyback, rush and other special events.

k. In its operation of the Store, Contractor shall pay its bona fide financial obligations to School and to third parties in a timely manner.

l. Contractor shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Contractor shall not be responsible for property taxes on the Store facility or any other taxes not currently assessed.
m. Contractor shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

n. Contractor shall abide, and require its employees to abide, by applicable School regulations and policies. School shall provide Contractor with copies of applicable policies, and timely inform Contractor of any changes.

o. Contractor shall abide by all federal and state statutes and guidelines dealing with textbook price containment and reduction initiatives. Contractor shall abide by all federal, state and local laws applicable to its operation.

p. Contractor agrees to establish security procedures to protect cardholder data and comply with the Payment Card Industry Data Security Standard. The vendor can find details of the PCI DSS at https://www.pcisecuritystandards.org/security_standards/download.html?id

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

r. Contractor shall be responsible for any loss or damage to property owned by School that is in Contractor’s possession or control or is caused by Contractor or its employees or agents in the course and scope of their employment.

s. Contractor will make its corporate representatives reasonably available to School to discuss and resolve any operational issues.

t. Contractor shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, consistent with School cleaning specifications, and removal of light trash to School-provided receptacles.

u. Contractor shall convene and participate as an ex-officio member in a Bookstore Advisory Committee, consisting of student, faculty and staff membership. Meetings to discuss concerns on bookstore services and policies shall be held on a regular basis.

v. Contractor will extend credit to School and/or Government Agencies for students that have written authorization from the School and/or Government Agencies stating that the School and/or the Government Agencies will pay for their books and supplies. As determined by the School, School will furnish to Contractor all appropriate information related to such extension of credit to School and/or governmental agencies. The School will pay all School accounts within 60 days of invoice, or will pay applicable late charges as limited by state law.

w. Contractor agrees that the School may permit a student-sponsored book exchange (no third party(ies) engaged) to operate on School facilities.

x. Contractor will ensure that all book and store related deliveries occur at the appropriate location to be designated by the School.

y. Contractor shall comply with logo licensing agreement as entered into by the School.
2.4 **Bookstore Personnel**

a. Contractor will furnish sufficient adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. The Contractor shall assure that all employees respect the dignity of all members of the University community.

b. The School may participate in interviewing and evaluation of Contractor’s Store Manager should the need arise to fill the position. Contractor’s selection of the Store Manager is subject to School’s approval.

2.5 **Bookstore Sales**

a. In operating the Store, Contractor will charge industry standard, competitive and fair prices. In your response, please include your pricing structure for the following:

1) On new textbooks and trade books, not more than the publishers’ list price, no more than ____% of the gross margin (cost divided by _____, inclusive of restocking fees and return penalties) on net price books and list price books sold to Contractor at less than a ____% discount off list (inclusive of restocking fees and return penalties), plus a freight pass-through.

2) On e-books, e-course packs, course packs, text “packages,” “kits,” “sets,” and “bundles,” and non-returnable and return-restricted texts, not more than no more than ____% gross margin (cost divided by ____, inclusive of restocking fees and return penalties), plus a freight pass-through.

3) On used books, including cloth, paperback and others, not more than ____% of the new textbook selling prices.

4) On general merchandise, and general school supplies and equipment shall be sold at manufacturer’s suggested retail prices or at prices competitive to the local area academic retail market.

5) Contractor shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than ____% of the retail price.

6) Contractor shall offer rental books at no more than ___% of the new textbook cost. Rental program details will be given to the Associate Vice President of Student Affairs on a semester basis.

b. Contractor will expediently process text requests placed after the adoption deadline.

c. Contractor shall place special orders for books requested by faculty, students, or staff. Appropriate deposits may be required by Contractor for its protection.

d. Upon request, Contractor shall provide to the School’s Vice President of Finance and Administration, copies of all operational policies, brochures, publications that implement or cite contractual language of this contract.

e. Contractor shall purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices.

f. Contractor will accept returns in accordance with the following policies:

1) Non-textbook items in resalable condition may be returned for a full refund or exchanged at any time with original receipt.

2) Textbooks in resalable condition may be refunded for a full refund with receipt within ten (10) calendar days from the start of the class for which the textbooks were purchased or within three (3) days of purchase thereafter, including during summer term.

3) Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
4) Computer software may be returned for a full refund if it is unopened and shrink-wrapped.
5) Upon proof of drop/add, Contractor will accept textbook returns for a full refund from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.
6) The Bookstore Manager may lengthen refund time periods or allow exceptions to any of the above.

7) In operating the Store, Contractor shall accept as a minimum, MasterCard, Visa, Discover and the campus card (Mustang Card), a stored value card integrated through a Blackboard platform. Contractor will pay all merchant charges associated with acceptance of these credit cards.

2.6 Commission/Rental

As used in this Section, Gross Revenue is defined as all sales made by the Store or the Store's worldwide web page, catalog, or mail order function (if any), less refunds, returns, taxes, computer hardware sales, and commissions earned from rings.

a. Please provide your proposed commission schedule for the School.

b. Contractor will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to School monthly for the preceding period. Contractor will preserve records of store operations for 3 years from the transaction date, and will make them available for review, audit and verification by School at the Store upon request on reasonable advance notice during ordinary business hours other than during Store "rush" periods.

c. Contractor shall pay the commission calculated in accordance with this Section at least quarterly, twenty (20) days after the end of the quarter, or monthly, twenty (20 days) after the end of the month. Any other payment required to be made by Contractor to School under this Agreement shall be made within thirty (30) days of receipt of invoice. Interest will be assessed at the highest rate allowed by state law for commissions that remain unpaid by the specified due date. The Contractor will submit the necessary documentation to the School's Business Services Office to support the calculation of the agreed upon commission rate.

2.7 Desired General Conditions:

a. Responders must have a minimum of five (5) years prior experience in owning and/or operating a campus bookstore.

b. Contractor shall provide a schedule of hours of service sufficient to meet the needs of faculty, students and staff; and specifically, to meet the demand for service of non-traditional students which may exist outside of "regular" hours of service. Peak demand hours shall be adequate to meet demand at semester beginning and commencement. Consideration should be given for additional hours during evenings and weekends for athletic and other events on campus. The School's designated representative will approve such hours.

c. Contractor shall provide a service, at no cost, for obtaining copyright permission where possible.

d. Contractor shall hold feedback sessions at a minimum of each semester with members of the School community designed to obtain feedback on performance of the store.

e. Contractor shall work with the School to design means for contract compliance audit at least annually.

f. School shall prohibit the sale of textbooks and other course related materials on the campus other than by the Contractor unless departments have secured authorization from the School's Associate V.P. of Student Affairs or as permitted by the Contractor.
g. The School agrees to limit the sale of merchandise regularly stocked by Contractor with the exception of the following activities:

1) Special sales by recognized student organizations, student government, alumni when authorized by the School's designated representative.
2) Sales of craft items, similar handmade items or other items on an intermittent basis.
3) A student sponsored book exchange will be permitted to operate on the campus provided that the organization has been approved by the President of the School.
4) Any software related packages that are forwarded from the School IT Department to students that are not sold by the School.

2.8 Contractor's General Responsibilities

a. The Contractor shall supply, without claims for additional compensation, all equipment, parts, or miscellaneous items, which are necessary for, or reasonably incidental to, the complete and proper execution of the operation of the campus bookstore.

b. The Contractor will provide to the School's designated representative a semester schedule of operating hours for approval before every semester.

c. The Contractor will comply with School employment practices and student minimum wage as required.

d. If, during the contract period, significant changes to bookstore floor layout, operating procedures or personnel changes are made, they must be approved by the School's designated representative in advance of implementation.

e. The Contractor shall schedule all construction through the School's assigned representative. At no time shall the Contractor perform any work at site that has not been prescheduled through the School's representative.

f. The Contractor will provide the School with an audited financial statement no later than three (3) months after the completion of the Contractor's fiscal year end. The financial statement shall be efficiently detailed as to provide an overview of sources of sales revenue and operating expenses.

2.9 Transition Requirements

a. If applicable, the Vendor shall present a detailed schedule for the transition from School's present bookstore operation to the Vendor's organization. This schedule must include the timing of each phase of the transition, the employees involved, and the required actions by School.

b. Any costs associated with a transition to a new Vendor must be presented in detail. The Vendor is required to give a guaranteed cost of transition including all expenses for the items listed above.

3.0 RESPONSE EVALUATION

Responses will be evaluated and selection criteria applied as described in Section 1.3 of this RFP document. The evaluation and selection process will be performed as described in Section 1.4 according to the timelines established in Section 1.5.

The School 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 Section 1.5 of this RFP document.

A proposal may be rejected if it is determined that a vendor's ability to work within the existing infrastructure will be too limited or difficult to manage.
4.0 ADDITIONAL RFP RESPONSE AND CONTRACT REQUIREMENTS

4.1 Contract

The contract entered into by the School and the successful vendor may include this Request for Proposal, the signed Proposal submitted by the successful vendor, any modifications agreed to in writing by the parties and the Contract document.

4.2 Problem Resolution Process

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

4.3 Affidavit of Non-Collusion

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

4.4 Non-Discrimination

In connection with the performance of work under contract for Southwest Minnesota State University, vendor agrees not to discriminate against any MnSCU employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance disability, or age.

4.5 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.

4.6 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 §363.A36. Failure to comply shall be grounds for rejection.

4.7 State Audit & Minnesota Data Practices

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract. The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data
provided by MnSCU, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

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

4.8 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 RFP. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

4.9 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 Director of Purchasing that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the School or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MnSCU’s rights.

4.10 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, section 270B.02, subdivision 1, 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 Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees, or agents, will disclose or make public any information received by the vendor on behalf of MnSCU and the School.
The vendor shall recognize MnSCU’s sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the State of Minnesota, MnSCU and the School 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.

4.11 Liability

The vendor agrees to indemnify and save and hold the School, its agents and employees, harmless from any and all claims or causes of action arising from performance of any resulting contract by Vendor or Vendor’s agents or employees. This clause shall not be construed to bar any legal remedies Vendor may have for the Schools’ failure to fulfill its obligations pursuant to contract.

4.12 Americans with Disabilities Act Compliance (hereinafter “ADA”)

The vendor is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. and regulations promulgated pursuant to it. The School 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.

4.13 Insurance Requirements

a. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Southwest Minnesota State University's 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 coverage 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
  - Southwest Minnesota State University
3) Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name the following as Additional Insureds:
- Board of Trustees of the Minnesota State Colleges and Universities
- Southwest Minnesota State University

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

5.0 RFP RESPONSES

5.1 Submission

The responder shall submit ten (10) copies of its RFP response and one digital copy (CD or Flash Drive) with the RFP response in Microsoft Word format. One copy of the proposal must marked as the “Original” and signed in blue ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.

Proposals must be sealed in mailing envelopes or packages with the responder’s name and address clearly written on the outside. MnSCU, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified as RESPONSE TO RFP FOR BOOKSTORE MANAGEMENT.

Sealed proposals are due at the following location no later than April 16, 2014 by 2 PM:

Institution: Southwest Minnesota State University
Name: Jeff Kuiper, Director of Purchasing
Address: 1501 State Street IL 139
Marshall, MN 56258

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 blue ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.
5.2 Proposal Content

Failure to submit proposals in accordance with the RFP requirements will be grounds for rejection.

Responses to this RFP must be presented in the same order as in the RFP, item by item. Where no specific response is deemed necessary, please simply indicate vendor’s awareness and understanding of the requirement.

All required forms, tables, and attachments to this RFP must be completed in their entirety as applicable, in ink or typewritten/word-processed, signed and notarized where applicable, and attached to the vendor’s proposal upon submission.

The Proposal Offering Form must be signed in blue ink by an authorized member of the firm and proof of authority of the person signing must accompany the response.

Vendor must warrant that the proposed solution meets or exceeds all specifications contained or referenced herein.

In presenting a proposed solution, vendor should be as thorough and detailed as possible so that the School may properly evaluate the vendor’s capability to provide the required services. The vendor must clearly state in the proposal any exceptions to, or deviations from, the specifications, terms, and conditions.

Vendor remains solely responsible for the accuracy of the proposal as to system performance, material quality and material quantity. Vendor should clearly indicate any items to be used in its implementation that are expected to be provided by the School.

Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

The School reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the School.

All costs associated with the service proposed must be made explicit in the vendor’s response. Any costs incurred by the vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor’s response, shall not be payable.

5.3 Proposal Offering Form

The Proposal Offering Form attached to this RFP as Exhibit C must be completed and submitted with each vendor’s response.

5.4 Vendor Notifications Related to RFP Responses

a. Vendors are hereby notified that neither MnSCU nor the School shall be responsible for any of the costs incurred by any vendor or potential vendor in their preparation of the proposal documents or for any visits to campus. All such costs are the responsibility of the vendor.

b. By responding to this RFP Vendors agree to indemnify, save and hold MnSCU, the School, its agents and employees harmless from any and all claims or causes of action arising from their proposal and performance of any subsequent contract by Vendor or Vendor’s agents or employees. This clause shall not be construed to bar any legal remedies Vendors may have for the School’s failure to fulfill its obligations pursuant to this agreement.
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 Bookstore Management Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

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

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

Responder’s Firm Name: __________________________________________

Authorized Signature: _____________________________________________

Date: __________________

Subscribed and sworn to me this _______ day of __________

Notary Public: ___________________________________________________

My commission expires: ___________________________________________
NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over $100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over $100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, Minnesota 55101.

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

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

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a $75.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier’s check or money order in the amount of $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.

How to determine which boxes to complete on this form:

<table>
<thead>
<tr>
<th>On any single working day within the previous 12 months, the company...</th>
<th>Box A</th>
<th>Box B</th>
<th>Box C</th>
<th>Box D</th>
</tr>
</thead>
<tbody>
<tr>
<td>employed more than 40 full-time employees in Minnesota.</td>
<td>●</td>
<td>●</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td>●</td>
<td>●</td>
<td></td>
</tr>
<tr>
<td>did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.</td>
<td></td>
<td></td>
<td>●</td>
<td>●</td>
</tr>
</tbody>
</table>
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, which the Department received prior to the date and time the responses are due. Proceed to BOX D.
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. We acknowledge our response will be rejected. Proceed to BOX D.

Note: A Certificate of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative action plans approved by the federal government, a county or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

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

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

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

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

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

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

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

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

Name of Company:________________________________________________________________

Authorized Signature:____________________________________________________________

Printed Name:____________________________________________________________________

Title:___________________________________________________________________________

Date:________________  Telephone number:__________________________________________

For further information regarding Minnesota Human Rights Act requirements, contact:
Minnesota Department of Human Rights, Compliance Services Unit
Mail:  190 East 5th Street, Suite 700  Metro:  651.296.5663
     St. Paul, MN  55101  Toll Free: 800.657.3704
Website:  www.humanrights.state.mn.us  Fax: 651.296.9042
Email: employerinfo@therightsplace.net  TTY: 651.296.1283
MINNESOTA STATE COLLEGES AND UNIVERSITIES
NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

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

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

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) years.
DISABLED INDIVIDUAL CLAUSE

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

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

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

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

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

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

NAME OF COMPANY: ____________________________

AUTHORIZED SIGNATURE: ____________________________

TITLE: ____________________________

DATE: ____________________________

Revised 1/22/09
EXHIBIT C

Proposal Offering Form

Southwest Minnesota State University
Bookstore Management

In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and offer and agree to furnish the service(s) in accordance with the attached proposal, or as mutually agreed upon by subsequent negotiation and contract. Vendor will make services operational by ___________________________ or within _____ days from the date a contract is executed.

Signature: _______________________________________ Date: _______________________

Printed Name: ________________________________ Title: _______________________________

Name of Firm: ________________________________________________________________

Address: ____________________________________________________________________

City: ___________________________________ State: _____________ Zip: ______________

Telephone: ________________________________ Fax: ______________________________

Email: _______________________________________________________________________

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