REQUEST FOR PROPOSAL

OPERATION OF THE
CAMPUS BOOKSTORE

ST. CLOUD STATE UNIVERSITY
720 4TH AVENUE SOUTH
ST. CLOUD, MN  56301-4498
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- Attachment A-first floor and basement of Centennial Hall
- Attachment B-University map
- Attachment C-MnSCU Income contract


Notice is hereby given that Offers will be received by the Director of Purchasing, St. Cloud State University, until 3:00 P.M. on February 15, 2011 for the OPERATION OF THE CAMPUS BOOKSTORE, according to the specifications on file at:

St. Cloud State University
Business Services
Administrative Services 122
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

Specifications and Request for Proposal forms may be obtained from www.stcloudstate.edu/businessservices/ under “News & Announcements”.

An optional pre-proposal conference has been scheduled for January 19, 2011 at 10:00 AM in the Administration Building, Room 201, St. Cloud State University, St. Cloud, Minnesota.

Offers are to be submitted in a sealed envelope addressed to the Director of Purchasing at the above address and clearly marked in the lower left corner of the envelope, “OPERATION OF THE CAMPUS BOOKSTORE.” St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers.

Dated at St. Cloud, Minnesota, this 10th day of January, 2011.

____________________________________
Lisa Sparks
Director of Purchasing
ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL
OPERATION OF THE CAMPUS BOOKSTORE

PROPOSAL INSTRUCTIONS: Page 1 of 3

DATE: January 10, 2011

TITLE: OPERATION OF THE CAMPUS BOOKSTORE

ISSUING AGENCY: St. Cloud State University
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

PROPOSAL INSTRUCTIONS: Proposals will be received and registered until 3:00 P.M. on February 15, 2011 for furnishing the services described herein. Proposals received after this time and date will be rejected and returned unopened. Proposals may be delivered in person or by U.S. mail or other couriers. Faxed proposals are not acceptable. Proposals must be submitted with the envelope plainly marked in the lower left corner: “OPERATION OF THE CAMPUS BOOKSTORE.”

PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the Offeror for 180 calendar days following the proposal acceptance review date. Any proposal in which the Offeror shortens the acceptance period may be rejected. Proposals will be on file and open to public inspection for 30 days after award determination. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

Complete and return the Proposal Offering Form with one (1) original and six (6) copies of the Proposal to:

St. Cloud State University
Business Services-Purchasing
Administrative Services 122
720 Fourth Avenue South
St. Cloud, MN 56301-4498

All forms and attachments must be filled out in ink, typewritten, or word-processed. The proposal must be signed by an authorized member of the firm. 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.
All inquiries for information are to be directed to:

Lisa Sparks  
Director of Purchasing  
St. Cloud State University  
720 Fourth Avenue South  
St. Cloud, Minnesota 56301-4498  
Phone: (320) 308-4788

Other university personnel are NOT allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 10:00 A.M. on January 19, 2011, in the Administration Building, room AS 201, St. Cloud State University. Parking is available in the 4th Avenue Parking Ramp (see attachment B- campus map). The purpose of this conference is to allow potential Offerors an opportunity to present questions, a walkthrough of the space, and obtain clarification relative to any facets of this solicitation. Those who intend to submit a response are encouraged to present all questions relative to this Request for Proposal at the pre-proposal conference. A copy of this solicitation should be brought to the pre-proposal conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

REVISIONS TO THE REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be provided in the form of an addenda on the web link www.stcloudstate.edu/businessservices/ under “News & Announcements” where the initial Request For Proposal is housed. The University reserves the right to extend the deadline for receipt of proposals if necessary.

WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn in writing and submitted by facsimile, mail, or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.
ST. CLOUD STATE UNIVERSITY
REQUEST FOR PROPOSAL
OPERATION OF THE CAMPUS BOOKSTORE

PROPOSAL INSTRUCTIONS:  Page 3 of 3

REQUIREMENTS FOR SUBMITTING A PROPOSAL:  Proposals should be as thorough and detailed as possible so that the University may properly evaluate the Offeror’s capability to provide the required services. The vendor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. Any costs incurred by the successful 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. Please submit one (1) original and six (6) copies of the proposal. Offerors are required to submit the following items or information but are not limited solely to these items:

- Return of Request for Proposal Offering Form, Affidavit of Non-Collusion Form, and Affirmative Action Compliance Form, signed and completed as specified.
- Name and address of operating company. The name, title and telephone number of vendor’s authorized agent with authority to bind the firm and answer official questions concerning the company’s proposal.
- References – include at least three financial and operational references that the vendor has operated or is currently engaging in a similar book store service. Include duration and extent of service in the operation of a book store. The list will contain the name and telephone number of the contract administrator for each operation.
- Proposal for costs/investment in the design and refurbishing of the bookstore space.
- A complete list of proposed services to be offered as a part of the operation of the bookstore.
- Respond in order to all of the items listed in section 4 and 5 of the RFP and provide written point by point narrative responses to each of the proposal requirements.
- Provide evidence of the ability to obtain an operating performance bond.
- State any exceptions to or deviations from the specifications or terms and conditions. All specifications or terms and conditions not identified as an exception are considered accepted by Offeror.
- Acknowledge acceptance of language within the MnSCU contract (Attachment C)
AFFIRMATIVE ACTION COMPLIANCE

A Certificate of Compliance is required for bids or proposals in excess of $100,000.

Vendors are cautioned to read closely the attached Notice to Vendors, Affirmative Action Certificate of Compliance.

The following information must be completed by the vendor and returned with the [bid or proposal]. Failure to do so may result in rejection of the [bid or proposal].

Vendors are cautioned to read closely the attached Notice to Vendors, Affirmative Action Certificate of Compliance.

The following information must be completed by the vendor and returned with the [bid or proposal]. Failure to do so may result in rejection of the [bid or proposal].

**BOX A:**

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months? YES______ NO______

If your answer is “NO,” proceed to BOX B. If your answer is “YES,” your response will be rejected unless your firm or business has a Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or has submitted an Affirmative Action plan to the Commissioner of Human Rights for approval by the time the responses are due for any solicitation in excess of $100,000.

2. Please check one of the following statements:

   _____ YES, we have a current Certificate of Compliance that has been issued by the State of Minnesota, Commissioner of Human Rights (include a copy of your certificate with your response).

   _____ NO, we do not have a Certificate of Compliance; however, we submitted an Affirmative Action plan to the Commissioner of Human Rights for approval on __________, 19_____. The plan must be approved by the Commissioner of Human Rights before any contract or agreement can be executed.

**PLEASE NOTE:** Minnesota vendors must have a certificate 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 for a certificate to be issued.

**BOX B:**

1. Have your employed more than 40 full-time employees on a single working day during the previous 12 months in a state in which you have your primary place of business and that primary place of business is outside of the State of Minnesota, but inside the United States? YES_____ NO_____

If your answer is “NO,” proceed to BOX C. If your answer is “YES,” MnSCU cannot execute a contract with your firm or business unless it is in compliance with the Minnesota Human Rights certification requirements. It is the sole responsibility of the vendor to apply for and obtain human rights certification prior to contract award or execution as applicable. You may achieve compliance with the Human Rights Act by having either a current Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or by certifying that you are in compliance with federal Affirmative Action requires.

2. Please check one of the following statements:
_____ YES, we have a current Certificate of Compliance issued by the Minnesota Department of Human Rights (include a copy of your certificate with your response).

_____ YES, we are in compliance with federal Affirmative Action requirements.

_____ NO, we do not have a current Certificate of Compliance and we cannot certify that we are in compliance with federal Affirmative Action requirements.

BOX C:

1. If your answers to BOX A (Question 1) and Box B (Question 1) were “NO,” you are not subject to the Minnesota Human Rights Act certification requirement. Please, however, check one of the following:

_____ NO, we have not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months and have not employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which our principal place of business is located.

_____ We are a business with our primary place of business outside of the State of Minnesota that has not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months.

For further information regarding Minnesota Human Rights requirements, contact the Department of Human Rights, Compliance Services, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; or TTY: 651.296.1283. For further information regarding federal Affirmative Action requirements, call 800.669.4000 or visit its web site at http://www.eeoc.gov/.

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

NAME OF FIRM:

AUTHORIZED SIGNATURE OF [RESPONDER OR BIDDER]:

TITLE:

DATE:

PUR010.doc
MINNESOTA STATE COLLEGES AND UNIVERSITIES

NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minn. Stat. 363.073) 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 of the response and must have received a Certificate of Compliance prior to the 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 they have their primary place of business. The businesses in this category must have either a current Certificate of Compliance previously issued by the Department of Human Rights or certify to MnSCU that they are in compliance with federal Affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657-3704; or 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 award or execution as applicable.

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 the vendor noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Department of Human Rights issued 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 363.073 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, Section 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statute 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600 is available from Public Documents Division, 117 University Avenue, St. Paul, Minnesota 55155, (612) 297-3000.
ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL
OPERATION OF THE CAMPUS BOOKSTORE

AFFIDAVIT OF NON-COLLUSION

Proposals will be received until 3:00 P.M., February 15, 2011

Definition: For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror." An Offeror whose Proposal would result in a formal agreement will hereinafter be referred to as a "Contractor."

The prospective Offeror must sign the Affidavit and provide the information required of Offerors as outlined in the pages, which follow:

AFFIDAVIT OF NON-COLLUSION:

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

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

2. That the attached Offer or Offers have been arrived at by the Offeror independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;

3. That the contents of the Offer or Offers have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the Offer or Offers and will not be communicated to any such person prior to the official opening of the Offer or Offers, and;

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

Subscribed and sworn to me this ______ _________________________________
day of ___________________, 20___.

Signature

Notary Public

My commission expires _____________, 20____.

Firm Name

Date
ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL
OPERATION OF THE CAMPUS BOOKSTORE

PROPOSAL OFFERING FORM

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 services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: ___________________________________________

Address: ___________________________________________

City: ___________________________________________

State: _____________________  Zip: ____________

Telephone: ____________________ (please include area code)

Federal  ID

State  ID

Name: ___________________________________________

Signature: ___________________________________________

Title: ___________________________________________

Date: _____________________________
Section 1    GENERAL INFORMATION

1.1 SCOPE OF SERVICE

St. Cloud State University is soliciting proposals from qualified vendors for contracting the operation of the Husky Bookstore within Centennial Hall on the campus of St. Cloud State University. The Husky Bookstore is located on the south side main floor of Centennial Hall and comprises an area of approximately 18,000-24,000 NASF.

The area available to the contractor is the portion of the existing building south of the main entry corridor on the first floor and a portion of the basement below this area. The passenger elevators, main stair, loading dock and freight elevators will be available for use by other occupants of the building and not the exclusive use of the bookstore. See Attachments A and B.

The objective is to provide to the university community, faculty, students, and staff, a bookstore operation that meets semester book requirements, sundry merchandise and university clothing needs with the flexibility to amend the Agreement, by mutual consent, as the University's needs change. In addition, the University is contemplating the combination of the bookstore and the computer store services.

St. Cloud State University has approximately 18,000 students, 1300 faculty, and 520 staff who have access to the Husky Bookstore. The annual gross sales of the current bookstore operation are in excess of $5,650,000.

The purpose of this Request for Proposal is to obtain complete data from potential vendors to include how they propose to operate the Husky Bookstore. The responses will enable the University to determine which vendor is best able to serve all of the criteria which are to be considered in the award of this contract. Offerors may propose additional tasks or activities if they will substantially improve the results of the project.

1.2 ISSUING OFFICE

The SCSU Purchasing Department is issuing this Request for Proposal (RFP) on behalf of SCSU. The SCSU Purchasing Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be addressed no later than January 24, 2011 in writing or fax to:

St. Cloud State University
Business Services - AS 122
720 4th Ave. S.
St. Cloud, MN  56301

Reference:  OPERATION OF THE CAMPUS BOOKSTORE

Purchasing Contact: Lisa Sparks (320) 308-4788
Purchasing Fax: (320) 308-4175
E-mail: lksparks@stcloudstate.edu

It is anticipated that the addenda will be on-line and available the week of January 24-28, 2011.
Section 2  TERMS AND CONDITIONS

2.1 PROPOSAL EVALUATION AND AWARD:

The award shall be made in the best interest of the University. This Request for Proposal is not subject to any competitive bidding requirements of Minnesota law. The University reserves the right to accept other than the most financially advantageous proposal. The University reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Offeror, to accept any items in any proposal. The University may require oral presentation of one or more Offerors for the purpose of discussion and negotiation. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Contractor’s proposal as negotiated.

2.2 APPLICABLE LAW:

This contract shall be governed and interpreted by the laws of the State of Minnesota.

2.3 PARTIES TO THE CONTRACT:

The Contract shall be between St. Cloud State University, an agency of Minnesota State Colleges and Universities, and the successful Offeror known as the “Contractor” according to the terms set forth herein. A representative of the University will be responsible for the administration of the Contract, and referred to as the “Contract Liaison”.

2.4 CONTRACT COMMENCEMENT:

It is the intention of the University to commence the resulting Contract on or about July 1, 2011.

2.5 NON-DISCRIMINATION:

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any University employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

2.6 STATE AUDITS:

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

2.7 AFFIRMATIVE ACTION:

Contracts that are one hundred thousand dollars ($100,000.00) or more require a Certificate of Compliance from the State of Minnesota Department of Human Rights.

2.8 LICENSES AND PERMITS:

The successful Contractor(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses or permits.

2.9 CONSTRUCTION PERFORMANCE AND PAYMENT BOND:

The Contractor may be required to furnish a performance bond and a labor and material payment bond in an amount equal to 100 percent of the any agreed construction investment. The sureties of the bond shall be such surety company authorized to transact business in Minnesota. The University prior to execution of the contract must approve the bond.
2.10 OPERATION PERFORMANCE BOND

The Contractor may be required to furnish an operation performance bond in the annual amount of $400,000 or at least 10% of the 2010-2011 estimated contract value at the University.

The bond shall be for the initial contract period and shall be extended by the Contractor for any subsequent renewal periods of the contract. The performance bond shall provide that the University and Contractor by notified, in writing, by the issuer a minimum of sixty (60) days prior to expiration or non-renewal.

In the event of expiration or non-renewal of the bond, the Contractor shall provide the University written evidence of the new source of surety within twenty-one (21) calendar days after the University’s receipt of the expiration or non-renewal notice. Failure to maintain the required performance bond in force may be cause for contract termination.

Failure to provide the initial bond within twenty-one (21) days of notification of award may result in cancellation of contract award.

2.11 SUPERVISION AND INSPECTION:

The University will reserve the right to request the removal of any Contractor(s) employee from the performance of the contract if in the judgment of the University, such removal shall be necessary in order to protect the interests of the University.

2.12 AMENDMENTS:

The Contract shall not be varied except by an instrument in writing executed subsequently to the execution of the Contract by both parties.

2.13 CONTRACT TERMINATION:

The University may terminate with or without cause the Contract by giving the other not less than thirty (30) days written notice of the intention to terminate as of the specified date. In the event of such a cancellation, the University shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

2.14 INDEMNIFICATION:

The Contractor shall indemnify, defend or hold the University harmless:

1.) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of the Contractor to maintain the Premises in a safe condition and shall reimburse the University for all costs and expenses in connection with the defense of such claims; and

2.) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions in the Contract or the rules, regulations, ordinances and laws of the United States or the State of Minnesota.

2.15 LAWS TO BE OBSERVED:

The Contractor shall observe, perform and comply with or require compliance with all governmental laws, ordinances, rules and regulations of the United States and the State of Minnesota, the City of St. Cloud, the Minnesota State Colleges and Universities, or any department thereof, which in any manner may affect the providing of services required as outlined in this Request for Proposal.
2.16 LIENS:

The Contractor shall not commit or suffer any act of neglect whereby the University premises shall become subject to any attachment, lien, or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the University from and against all attachments, liens, charges, and encumbrances and all expenses relating therefrom.

2.17 REIMBURSEMENT OF COSTS:

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal response, including costs that may be incurred in providing SCSU with additional information. SCSU is under no obligation to reimburse the Vendor for any proposal costs or incur any costs on Vendor's behalf.

2.18 VENDOR SELECTION:

The selection of a Vendor and the accompanying award of a contract, should either occur, is at the sole discretion of SCSU.

2.19 DISPOSITION OF RESPONSES:

All materials submitted in response to this RFP will become property of SCSU and will become public record after the evaluation process is completed and an award decision made. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn, Stat. 13.37, the Responder must:

- Clearly mark 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, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, 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 that State’s award of the contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of SCSU.

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

Responses to this RFP will not be open for public review until SCSU decides to pursue a contract and that contract is awarded.

2.20 TARGETED/ECONOMICALLY DISADVANTAGED BUSINESS & INDIVIDUALS:

In accordance with Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses or individuals submitted proposals as prime contractors will receive up to six percent preference on the evaluation of their proposals. For information regarding certification, contact the Department of Administration, Materials Management Helpline at (651) 296-2600, TTY (651) 282-5799.

2.21 INSURANCE:

The Contractor shall maintain, during the life of this Contract, the following minimum insurance requirements: General Liability: $2 Million Combined Single Limit per Occurrence, and $2 Million Aggregate Single Limit per Occurrence; Automobile Liability: $2 Million Combined Single Limit per Occurrence. Professional Technical Errors & Omissions Liability: $2 Million Combined Single Limit per Occurrence.

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. Workers’ Compensation
coverage complying with the laws of the State of Minnesota.

These policies shall contain a covenant requiring thirty (30) days’ written notice to the University before cancellation, reduction or other modifications of coverage. These policies shall be primary and non-contributing with any insurance carried by the University and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each.

In the event that the Contractor fails to maintain and keep in force the insurance coverage as herein provided, the University shall have the right to terminate the Contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this Contract until specified coverage requirements are revised.

The Contractor shall save, keep harmless and defend the University against any and all liability claims, cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (State or otherwise) occurring in connection with or in any way incident to, or arising out of the occupancy, use, service, operation, or performance of work in connection with this Contract, resulting in whole or part from the negligent acts or omissions of employee, agent, or representative of Contractor.

Insurance certificates furnished by companies licensed to do business in the State of Minnesota indicating the required minimum coverage shall be furnished the University prior to Contract award. The University shall each be listed as an additional name insured on the Commercial General Liability and any excess/umbrella liability policies.

On notification of award and prior to issuance of the Contract, the Contractor shall provide the University, Certification of Insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Minnesota and signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days’ written notice shall be given the University by the party initiating any revision.

2.22 INDEPENDENT CONTRACTOR:

The Contractor is deemed to be an independent contractor and not the agent, employee, partner or joint venture of the University.

Section 3 CONTRACT TERMS

3.1 TERMS AND CONDITIONS:

The terms and conditions of the Contract will not be changed without prior written consent of both parties. The University reserves the right to obtain services from an alternate contractor should Contractor not be able to provide services when needed.

3.2 CONTRACT DOCUMENTS:

It is mutually agreed by and between the State and the Contractor that the University’s acceptance of the Contractor’s offer is by the issuance of a contract. The Contract entered into by the parties may consist of this Request for Proposal; the signed Proposal submitted by the Contractor, negotiated terms and the Standard Contract form, all of which shall be referred collectively as the Contract Documents. All other communication between the parties, whether oral or written, with reference to the subject matter of this Contract is void and superseded.
3.3 CONTRACT TERM

The contract term will be for five (5) years. There will be an option of renewal for three (3) years and an additional option of renewal for two (2) years. The renewal options require written agreement of both parties.

3.4 CONTRACT ASSIGNMENT:

Neither this Contract nor any part hereof shall be assigned, sublet or transferred directly or indirectly without the written consent of the University.

3.5 CONTRACT LIAISON:

For purposes of this Contract, the University liaison shall be:

Steve Ludwig/Diana Burlison
Administrative Services
St. Cloud State University
Phone: (320) 308-2286

Section 4 SPECIFICATIONS AND REQUIREMENTS – HUSKY BOOKSTORE

4.1 ROLE OF THE VENDOR

4.1.1 Bookstore Operations

1. The Contractor shall supply, without claims for additional compensation, all equipment, parts, or miscellaneous items not specifically mentioned in the specification or shown on the corresponding documents, that is necessary for, or reasonably incidental to, the complete and proper execution of the operation of the campus bookstore. The name of the bookstore shall not change from Husky Bookstore.

2. The Contractor will provide all required and recommended texts in a timely manner and in sufficient quantities.

3. The Contractor will facilitate the use of textbook rental program.

4. The Contractor will manage a process for obtaining text information from faculty which is easy to follow, requires minimum amount of faculty effort, and provides sufficient time to select and order texts.

5. Contractor will provide an electronic ordering system to enable students to purchase books and materials on-line.

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

7. The Contractor will furnish a wide selection of current trade, academic, and technical literature in support of academic disciplines at the University.

8. The Contractor will not exceed the following pricing policies:

   1. Required and non-required texts shall be priced at; a) no greater than 25% margin; or b) at retail list price.

   2. Used books shall be priced no greater than 75% of new text price as defined in #1 above.

   3. Course packs and textbooks purchased from publishers with restrictive or non-returning text
policies, will be priced at up to a 30% gross margin.

4. Sundry, general school supplies and equipment, and all other merchandise shall be priced at; a) no greater than 40% over vendor cost; or b) below manufacturer’s suggested retail prices.

The Contractor will maintain price levels competitive with other campus based bookstores. A lowest price guarantee on textbooks is a sales technique that has served to ensure against charges that the on-campus bookstore has higher prices than its nearby off-campus competitor. An easy procedure should exist to accommodate those customers who indicate that a textbook was priced less at a competitor’s bookstore and now they want that lower price from the on-campus bookstore.

9. The Contractor shall repurchase used texts to meet estimated semester demand at a proposed rate not less than 50% of new text prices on all current editions. The Contractor shall maintain policies on repurchase of used books which would exceed semester demand. Such policies shall be approved by the Vice President for Administrative Affairs.

10. The Contractor will refund or exchange within the first 10 class days of the semester during the regular academic year, any required or recommended text provided that texts purchased new are returned with receipt and no marks or writing. During the summer session terms, the Contractor will refund or exchange within the first 5 class days of the term, any required or recommended text provided that texts purchased new are returned with receipt and no marks or writing.

11. In operating the Store, Contractor shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Contractor will pay all merchant charges associated with acceptance of these credit cards. Contractor will be PCI/DSS Compliant.

12. Contractor 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 St. Cloud State University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

13. The Contractor shall provide a service, for fee, for obtaining copyright permission where possible.

14. The Contractor shall hold feedback sessions quarterly with members of the University community designed to obtain feedback on performance of the store.

15. The Contractor shall propose a schedule and rate of reimbursement to the University in consideration of contract rights. The rate of reimbursement shall include a specific definition of the basis the rate is calculated.

16. The Contractor will operate a U.S. Postal sub-station within the facilities of the Husky Bookstore and meet any licensure requirements necessary for such operation.

17. The contractor will comply with any logo licensing agreement as entered into by St. Cloud State University.

18. The University 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 Vice Presidents for Administrative and/or Academic Affairs or as permitted by the Contractor.

19. Further, the University agrees to limit the sale of merchandise regularly stocked by Contractor with the exception of the following activities:
1. The St. Cloud State University Book Exchange.

2. Special sales by recognized student organizations, student government and/or intercollegiate athletics when authorized by Administrative Affairs.

3. Sales of craft items or similar handmade items.

4. Husky clothing, novelties, cups, hats and memorabilia presented for sale by Intercollegiate Athletics during athletic related events and regular business hours-the vendor is encouraged to negotiate with Intercollegiate Athletics to have the bookstore handle all home contest on-site sales at the SCSU Hockey and Event Center (hockey), SCSU Stadium (football) and Halenbeck Hall (basketball, wrestling and volleyball). SCSU retains the right to award to a separate contractor for the operation of the Intercollegiate Athletic/NHEC on site store.

20. The Contractor will honor any current or future exclusive rights contracts the University is bound to. Contracts of particular interest would be the food service contract and exclusive beverage contracts.

21. The Contractor may advertise and promote its products and services to the fullest extent to attract students, staff, faculty, and guests. All advertising and promotional efforts shall be devoted to the campus community. University representation of the endorsement shall not be permitted unless specific written approval has been given by the Contract Liaison.

4.1.2 Employment

1. The Contractor shall be the employer of record for all its bookstore personnel. The University encourages the Contractor to employ as many University students as feasible and give University students preference for non-management positions. Recruitment, salary, and conditions of employment should be in keeping with policies of employment of student workers in other comparable campus jobs. The Contractor will comply with University employment practices and student minimum wage as required by the Student Employment Guidelines Policy. Examples include the increased minimum wage and restriction of working no more than 20 hours per week during the academic term.

2. Contractor shall provide adequate and expert managerial and administrative supervision of its employees. Contractor shall advise the University of the telephone numbers and addresses of management personnel and shall arrange for at least one person to be available at all times by telephone.

3. Contractor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, Contractor shall neither discriminate nor permit discrimination in its operation or employment practices against any person or group of persons in any manner. The Contractor shall assure that all employees respect the dignity of all members of the University community.

4. Contractor agrees that at all times, the employees of the Contractor furnishing or performing any of the services specified in the contract shall do so in a proper and professional manner. Contractor employees and agents shall wear proper attire, which are in good condition.

5. Contractor shall maintain monthly roster sheets of all Contractor employees assigned to the University premises. Contractor shall, at all times, employ and maintain an adequate staff for consistent and efficient operation of all services specified under the contract. Contractor shall provide sufficient backup in times of staff shortages due to vacation, illnesses, and inclement weather.

6. The University may, at any time or from time to time and for any reason whatsoever, notify the Contractor that it will no longer accept services performed by any one or more of the Contractor’s employees. The University shall have no obligation to disclose such notification. Contractor shall promptly remove such employee(s) from University premises and take immediate steps to insure that its performance under the contract will not be reduced.
7. Every employee or agent of the Contractor assigned to the University premises shall have appropriate identification provided by the Contractor for inspection by University officers. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon University premises shall obey all rules and regulations established by the University, and shall comply with all reasonable directions of University officers.

4.1.3. Product Line

1. All products sold or kept for sale shall conform in all respects to federal, state and municipal food and other applicable laws, ordinances, and regulations. No imitation, adulteration or mis-branded articles shall be sold or kept for sale. All merchandise kept on hand shall be stored and handled with due regard to sanitation. Leftover perishable merchandise shall not be sold at any time.

2. The book store is prohibited from selling/offering the following items:
   
   Controversial magazines
   Flowers
   Popcorn
   Balloons
   Alcoholic beverages
   Tobacco products
   Synthetic marijuana

4.1.4. Customer Service

1. The 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. Such hours will be approved by the Contract Liaison.

2. All policies of the Contractor shall be published in a fashion sufficient that members of the University community shall be reasonably expected to be aware of such policies. All policies concerning refunds, buybacks and exchanges shall be posted in a conspicuous manner.

3. Contractor shall maintain a pleasant atmosphere within the book store at all times.

4. Contractor shall comply with surveys of the University community designed to obtain feedback on performance of the store.

4.1.5 Campus Card

1. The University’s Campus Card Program includes a debt/stored value system. The Husky Bookstore is wired to point-of-sale for the Campus Card. The Contractor is required to participate in this program.

2. Contractor will purchase and operate point-of-sale swipe equipment compatible with the SCSU campus card system, from the Campus Card Office as sole point-of-sale, to allow students to purchase texts with the Campus Card. Contractor will bear the initial purchase cost and maintenance agreement costs.

3. Campus Card Office oversees all Campus Card activities. The Campus Card Office will furnish a report of gross sales and tax to the Contractor monthly. The current transaction fee of 1.5% will be offset/billed for Campus Card transactions.

4.1.6 Management and Financial Requirements

1. Contractor will meet with the Contract Liaison on a monthly basis to discuss matters relating to
operation of the Premises and which are of mutual interest to both the University and the Contractor.

2. The Contractor shall pay any and all applicable property tax, attributable to the bookstore operation. The Contractor shall be responsible for collecting and remitting any tax such as sales and use tax, and employment tax.

3. The Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices.

4. All bills, charges, and shipments of books, supplies and other merchandise shall be made in the name of the Contractor and shall not be made in the name of the University.

5. The Contractor shall work with the University to design means for contract compliance audit at least annually.

6. Contractor agrees that all books, records, documents, accounting procedures, and practices relevant to the Contract shall be subject to examination by the University, legislative auditor, and/or other parties as deemed necessary by the University.

7. The Contractor will provide the University 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.

4.1.7 Commissions

1. The Contractor shall remit to St. Cloud State University commissions as defined on or before the twentieth day of the month following sales. Contractor shall submit a statement of gross sales net of sales tax for the prior month accompanied by respective payments to the University. Interest will be assessed at a negotiated rate with the Vice President for Administrative Affairs on a yearly basis for commissions that remain unpaid by the specified due date. The Contractor will submit the necessary documentation to the University Business Director to support the calculation of the agreed upon commission rate. The director will make monthly payments to the Bookstore for any campus card sales. The director will submit the necessary documentation to the Bookstore to support the amount sent.

2. The Contractor shall submit monthly, all necessary information to appropriately audit the payment terms of the contract to the St. Cloud State University Business Office for commissions rendered during the Agreement period.

3. University’s acceptance of payment from Contractor shall not be deemed to be a waiver by the University of any breach by the Contractor of any term or condition in the Contract.

4.1.8 Refurbishing of Bookstore Space

1. The Contractor shall be responsible for any refurbishing of the designated Premises. The Contractor must provide all fixtures and equipment not included currently. The Contractor shall agree that no structural changes will be made which adversely affects building codes or the aesthetics and/or general operation of the building. The décor should be in keeping with the general building environment. Prior to any construction, the Contractor will submit for approval by the University, all plans and specifications including design of the bookstore fixtures, signs, and areas that are visible to the public. Exterior building signs will not be permitted.

2. Vendor is responsible for removal of all debris from the SCSU campus. Use of SCSU dumpsters is strictly prohibited. Inspection will be made after completion of any refurbishing work to ensure that project area is left clean.

3. Utilities are brought to the Premises by the University. The Contractor is responsible for connecting
the utilities to their equipment and for paying all related construction costs or connections.

4. If, during the contract period, significant changes to bookstore floor layout, operating procedures or personnel changes are made, they must be approved by the Vice President for Administrative Affairs in advance of implementation.

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

4.1.9. Facilities

1. The Contractor shall, throughout the term of the Contract, keep and maintain all portions of the Premises and the bookstore facility in good and safe order, condition and repair, ordinary wear and tear excepted, and in clean and sanitary condition with particular consideration given to the general appearance of the Premises. Sanitary conditions must be in conformance with the requirements of the Minnesota State Department of Health and the City of St. Cloud, and the Contractor shall make available to the University all such health and safety inspection reports. Daily cleaning and maintenance of the interior will be the responsibility of the operator of the campus bookstore.

2. All repairs, alterations, and additions to the Premises shall be prior approved by the Contract Liaison. The quality and workmanship of the repairs, alterations, and additions will be equal to the material of the original construction and installation. The Contractor shall promptly pay the cost of any repair and maintenance.

3. The University shall maintain the exterior of the building, common areas and dock areas.

4. The University shall provide access to the Centennial Hall loading dock for the delivery of goods and shall designate the route of delivery through the building to the Contractor’s designated Premises.

5. Contractor will conform to all traffic regulations of the St. Cloud State University campus and surrounding community. Deliveries shall be made in compliance with University policy as to time and manner.

6. The University agrees to provide adequate electrical power and other utilities as required for the general areas of the bookstore. The Contractor will be responsible for the cost of connections from the machines to the power source.

7. University will not guarantee an uninterrupted power supply, although periods of service interruption will be kept to a minimum insofar as the University has control over the source or cause of interruption. The University will not be liable for loss resulting from interruption or failure of any utility. However, it shall be diligent in restoring service following an interruption.

8. The Contractor will be responsible for telephone equipment. Local service, long distance service, and line repair/changes will be provided by the University, but billed back to the Contractor.

9. University will provide for the removal of trash and garbage from designated receptacles. The Contractor shall be responsible for transporting all waste from it assigned areas to the appropriate receptacles. The Contractor shall cooperate with the University in minimizing disposal costs.

10. The Contractor will be responsible for the cost of pest control and shall coordinate with the University regarding the provision of such service.

11. The University shall permit Contractor, without charge, to utilize the intra-campus mail system.

12. Smoking policies are set by state statute and university policy. The Premises and the building will be smoke-free.
13. Contractor parking permits can be attainable on campus on a first-come, first-served basis for a fee paid directly to the University and in the same manner as they are available to University employees.

4.1.10 Surrender of Premises

1. Upon the expiration or sooner termination of the Contract, the Contractor shall peaceably yield and deliver unto the University in good order and condition, reasonable wear and tear expected, all interest in the Convenience Store facilities, excluding personal property, inventory and supplies, on the Premises and such interest shall thereupon automatically vest in the University.

2. The Contractor’s failure to remove its personal property within thirty (30) days after the termination or expiration of the Contract shall be deemed to be an abandonment of its personal property. The University will make all necessary repairs to the Premises which may be required as a result of removal of trade fixtures and other personal property and reasonably charge the Contractor for such repairs.

Section 5 OFFER REQUIREMENTS

5.1 RESPONSE REQUIREMENTS

The University is interested in soliciting an offer providing greatest long term benefit. The RFP process is intended to allow the vendor latitude in making proposals.

The Offer must include the following:

1. Offerors must have a minimum of five (5) years prior experience in owning and/or operating a bookstore. Provide documentation concerning experience.

2. Must show evidence of having had gross sales of at least $3,000,000 within any of the five years from operating a bookstore similar to that being proposed.

3. Must not have previously defaulted on a bookstore operation contract. List any previous defaulted operations.

4. Provide evidence, through most recent financial statements, of appropriate financing and liquid capital to undertake the necessary actions for operations of the campus bookstore.

5. Written documentation concerning the marketing strategy and campus relationship requirements for operating the campus bookstore.

6. Offeror's response to electronic commerce market in connection with campus bookstore. The university desires an interactive, easy to navigate, website allowing students, university employees, and alumni to purchase merchandise on-line. Detail how quickly on-line orders can be “turned around” getting them into the hands of the customers. The company’s website will allow for a “local touch” including a section identifying store leadership, a compliant processing procedure, and locally generated campus pictures and highlights.

7. Describe the operation of the computer store through the bookstore. The computer store services would include the sale and service of hardware, software, licenses, and accessories.

8. Language regarding textbook rental and other new teaching technologies.

9. Include schematic drawings of space utilization in Centennial Hall (see attachment A)

11. Written documentation concerning the operating and staffing plan for the campus bookstore including Affirmative Action Plan.

12. Written documentation concerning the transition phases of contract implementation.

13. Written documentation concerning implementing a method to enhance ongoing relationship and information exchange with campus community, including faculty, staff, students and administration.


15. Financial proposal(s) for compensation/rebate that would most benefit the University including 3-5 year projections. As part of this agreement, the university expects the successful vendor to pay a commission on sales. This commission is used by the university to fund non-need based scholarships and the costs of the bookstore space. The vendor’s Request for Proposal submission should include what the company will pay as a commission on sales. The commission is viewed as a separate item and should not be confused with other financial considerations contained elsewhere in this Request for Proposal.

16. Written documentation for insuring copyright laws and procedures will be adhered to when supplying the campus with copyrighted materials.


18. Language regarding fair labor efforts as defined by Worker Rights Consortium.

19. Address what internet needs/expectations the vendor is requesting from the university.

Section 6 EVALUATION CRITERIA

All proposals received by the deadline will be evaluated by representatives of the University's Bookstore Committee. Factors on which proposal will be judged include, but are not limited to the following:

1. Expressed understanding of proposal objectives.

2. Quality/Comprehensive Proposal
   - Detailed description of management processes and procedures.
   - Textbook programs (for example, e-book, textbook rental, on-line sales, etc.).
   - Resource allocation (organizational structure with the textbook arm of business).
   - Express delivery of service methods (sales/marketing/communication strategies).

3. Cost/Value to St. Cloud State University
   - List of commission fees paid to bookstores currently under the vendor’s management.
   - Detailed description of commission rate to be paid to St. Cloud State University.

4. Qualifications
   - 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 University’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.

5. The ability of the Offeror to be flexible in meeting future needs regarding the operation of the campus bookstore to insure the needs of the faculty, students and staff are met.
STATE OF MINNESOTA

[Insert your Institution Name]

MINNESOTA STATE COLLEGES AND UNIVERSITIES

INCOME CONTRACT

This contract is by and between

(hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of

[Your Institution Name]

(hereinafter "STATE").

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

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

NOW, THEREFORE, it is agreed:

I.  DUTIES OF STATE. The STATE agrees to provide the following:
II. **DUTIES OF PURCHASER.** The PURCHASER agrees to provide the following:

III. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration** for all services performed and goods or materials supplied by the STATE pursuant to this contract shall be paid by the PURCHASER as follows:

B. **Terms of Payment.** Payment shall be made by the PURCHASER for the previous month no later than the 23rd day following the last day of the month being billed for

IV. **TERM OF CONTRACT.** This contract shall be effective on ___________, 20______, or upon the date that the final required signature is obtained by the STATE, whichever occurs later, and shall remain in effect until ___________ , 20______, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

VI. **AUTHORIZED REPRESENTATIVES.** The PURCHASER'S Authorized Representative for the purposes of administration of this contract is ________________. The STATE'S Authorized Representative for the purposes of administration of this contract is ________________.
Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

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

VIII. **LIABILITY.** The PURCHASER shall indemnify, save, and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

IX. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. The STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

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

XI. **GOVERNMENT DATA PRACTICES ACT.** The PURCHASER 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 PURCHASER 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 PURCHASER or the STATE. In the event the PURCHASER receives a request to release the data referred to in this Article, the PURCHASER must immediately notify the STATE. The STATE will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

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

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

XIV. **OTHER PROVISIONS.** (Attach additional page(s) if necessary):
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[Insert your Institution Name]

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2. PURCHASER:

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

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3. AS TO FORM AND EXECUTION:

By (authorized college/university/office of the chancellor initiating agreement)

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