

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

REQUEST FOR PROPOSAL (RFP) FOR Admissions Marketing

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University Moorhead to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. MnSCU reserves the right to reject a proposal if required information is not provided or is not organized as directed. MnSCU also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on www.finance.mnscu.edu. For this RFP, posting on the 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.

JANUARY 2010

**REQUEST FOR PROPOSAL (RFP)
FOR
Admissions Marketing**

| <u>Table of Contents</u> | Page |
|---|------|
| Section I. General Information | |
| Background | 3 |
| Nature of RFP | 3 |
| General Selection Criteria | 9 |
| Selection Process | 9 |
| Selection and Implementation Timeline | 10 |
| Contract Term | 10 |
| Parties to the Contract | 10 |
| Contract Termination | 10 |
| Applicable Law | 11 |
| Contract Assignment | 11 |
| Entire Agreement | 11 |
| Deviations and Exceptions | 11 |
| Duration of Offer | 11 |
| Authorized Signature | 11 |
| Proposal Rejection and Waiver of Informalities | 11 |
| | |
| Section II. Parties to the RFP | |
| Parties to the Contract | 12 |
| | |
| Section III. Vendor Requirements | 12 |
| Information Contact | 13 |
| | |
| Section IV. Response Evaluation | 13 |
| | |
| Section V. Additional RFP Response and General Contract Requirements | |
| Problem Resolution Process | 13 |
| Affidavit of Non-Collusion | 13 |
| Human Rights Requirements | 13 |
| Preference to Targeted Group and Economically Disadvantaged Business and Individuals | 13 |
| Insurance Requirements | 14 |
| State Audit | 16 |
| Minnesota Government Data Practices Act | 16 |
| Conflict of Interest | 16 |
| Organizational Conflicts of Interest | 16 |
| Physical and Data Security | 17 |
| | |
| Section VI. RFP Responses | |
| Submission | 17 |
| Exhibit A. Affidavit of Non-Collusion | 18 |
| Exhibit B. Human Rights Certification Information and Affirmative Action Data Page | 19 |
| Exhibit C. Disabled Individual Clause | 23 |

Section I. General Information

Background

Minnesota State Colleges and Universities is 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 53 campuses located in 46 Minnesota communities. The System serves approximately 240,000 students annually in credit-based courses, an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Minnesota State University Moorhead has been a cornerstone of activity in northwestern Minnesota since its founding as a State Teachers College in 1885. The University serves as a tremendous resource and asset to Fargo-Moorhead, area a thriving community of more than 200,000 people.

With more than 8,000 students, faculty and staff, MSUM is the institution of choice for students from the region, other states and countries. An improved athletic program and a dedication to providing students with a solid academic foundation offer students exceptional learning and life experiences, encouraging them to embrace challenge and expect the best education has to offer.

The mission, Minnesota State University Moorhead is a caring community promising all students the opportunity to discover their passions, the rigor to develop intellectually and the versatility to shape a changing world. The academic programs at the University are founded upon a common liberal studies experience and emphasize developing the unique talents of each student. The University provides baccalaureate-level programs in the liberal arts, natural and social sciences, teacher education, business and technology, the fine arts, and professional areas. It provides selected graduate programs in response to regional needs. The University encourages scholarly and creative endeavors that promote a commitment between faculty and students according to their disciplines; continue professional development; and to excel in learning. The University enhances the quality of life in the region with the professional, cultural, and recreational services offered by its students, faculty, and staff.

The university continues to upgrade the campus and facilities with recent construction of a new science center, new Wellness Center, remodeling of the old science building and education complex.

Nature of RFP

Minnesota State University Moorhead has identified the following need:
Increase MSUM's marketing penetration to prospective students, ultimately increasing the enrollment of incoming freshmen and MSUM's market share.

The ultimate success of our efforts is to leverage a new brand strategy that will include qualitative as well as quantitative dimensions from research provided from a branding exercise currently in progress.

Among the quantitative dimensions we expect to use to monitor our future success include:

1. Increase in the size, quality, demographic mix and geographic reach of our undergraduate and graduate populations and applicant pools, based on detailed targeting and marketing
2. Growth in enrollment and tuition revenue as a result of increases in freshmen enrollment
3. Measureable increase in response rates from high school seniors, juniors and sophomores

To support this initiative, Minnesota State University Moorhead is requesting proposals to assist in services aimed at helping the University increase enrollment. This RFP is undertaken by Minnesota State University Moorhead pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

The strategic goal is to engage high school students in a manner that; a) drives an immediate increase in incremental freshmen enrollments by increasing applications; b) increases inquiries from high school juniors and sophomores for future enrollments; c) increases awareness of MSUM in the Higher Education market place; d) provides ability to research and test marketing methods; e) provide analysis of programs to enhance future programs; f) ensures MSUM remains competitive in our key markets:

- a) Key competitors are: North Dakota State University, Concordia College, St. Cloud State University, University of North Dakota, Minnesota State University Mankato, Bemidji State University, University of Minnesota Morris, Southwest State University Marshall (Minnesota), University of Minnesota St. Paul Minneapolis, and Winona State University.
- b) Students are currently drawn from eastern North Dakota, Minnesota, Eastern South Dakota, Western Wisconsin and northern Iowa.
- c) Recent new market entries include Minneapolis and St. Paul Minnesota. A new market being contemplated is Winnipeg, Manitoba.

Proposal Content

Proposals should be submitted electronically to: Patricia Staples, Director of Marketing; e-mail address: staples@mnstate.edu. Please use either Word or PDF format only.

Please Complete and Submit the Following:

Short Answer

Response options within this section are limited to: Yes / No / Number / Percentage / List

Vendor Demographics

1. What is your current number of employees? (Not including contractors) :
2. What was your employee count 1 year ago? (Not including contractors) :
3. How many years has your company been in business? :
4. How many years has your company been serving higher education? :

5. How many of your clients/customers are Higher Education clients? :
6. What percentage of your business does higher education comprise? :
7. Please list markets served besides higher education :
8. What percentage of your business does student search comprise? :
9. For how many of your Higher Education clients do you provide search programs? :
10. For how many of your Higher Education clients do you provide application programs? :
11. For how many of your Higher Education clients do you provide fulfillment services? :
12. For how many of your Higher Education clients do you provide electronic enrollment application hosting services? :
13. Can your company demonstrate that your average inquiry response rate exceeds 9%, the national average according to the *2009 Admissions and Enrollment Management Practices Study*? :

Contract/Pricing

14. Are your standard contracts single or multiple years in length? :
15. Is the included pricing all inclusive of all potential costs? :
16. Will your company guarantee that it will match or surpass the average national response rate as noted in question 13 above?

Vendor Capabilities - Contracting

17. Does your company outsource copywriting? :
18. Does your company outsource editing? :
19. Does your company outsource graphic art or design/layout of materials? :
20. Does your company outsource programming? :
21. Does your company outsource data management? :
22. Does your company outsource account management? :
23. Does your company outsource Web or enrollment application programming? :
24. Do you provide our institution a single point of contact to manage the day to day activities? :

Products

25. Does your proposed solution support multiple cycle years within an admissions area? :
26. Does your company offer Enrollment Management Consulting? :
27. Does your company offer Search as a standard solution? :
28. Does your company offer search of graduating high school seniors as a stand-alone program? :
29. Does your company offer list hygiene and management as part of your standard solution? :
30. Does your company offer a personalized application for Admission Services as part of your standard program? :
31. Does your company offer an institutional Web-based application for admission as a standard program? :
32. Does your company offer a marketing qualification process for accepted students? :
33. Does your company offer a program to students with incomplete applications to drive completion?:
34. Does your company offer hard copy and electronic fulfillment? :

35. Does your company offer electronic surveying? :
36. Does your company offer programs for institutional research? :

Written Response

Response requires written detail.

Vendor Overview

1. Breakdown your company's locations & headcounts: Headquarter location, number of employees at the HQ and the locations and counts of all satellites and employees. (Do not count contractors)
2. Describe your company's annual outbound marketing volume (distributed on behalf of your clients):
3. Please describe your company's account management organization. Does your organization provide a dedicated team of employees to MSUM, with members of the team possessing all necessary skills to analyze, develop, and deploy all projects described herein? Describe:
4. Which components of the solution(s) you are proposing will be outsourced? What portion of the work is outsourced by percentage?
5. Provide the backgrounds of those individuals who will constitute the vendor's team, who will provide program services for MSUM:
6. Does your company provide enrollment process consulting? Describe:
7. Describe your internal testing procedures:
8. Demonstrate your companies experience and working knowledge of direct marketing undergraduate search programs:
9. Demonstrate your company's success in increasing the response rates for undergraduate college searches similar to the one proposed herein by MSUM:

Vendor Capabilities

10. Will vendor be responsible for full creative development and production of mailers, e-mailers and web components (if selected) incorporating and integrating MSUM's branding and identity into proven and demonstrable methodologies for maximum effect and ROI? Describe:
11. Does your company include strategic planning and direction for full campaign – Campaign must be fully integrated across all media and response channels?

12. Describe your creative process:
13. Describe how personalized responses to students' initial replies to the search, with personalized communications, online and on paper, to students and to their parents/guardians.
14. How long after the release of new student information from each list source, can your company be prepared to download these data? All materials, online and paper, must be programmed and/or produced in preparation for the download. How much advance time is required prior to the list release?
15. Immediately upon receipt of the responder's information, the vendor must mail a personalized letter from MSUM along with the brochure which the student requested. The brochure must be strategically developed to ensure maximum response for MSUM's search. Describe:

Research

16. Does your company conduct independent research, not sponsored by clients? If so, describe:
17. What is your company's annual investment in research and testing to improve your programs?
18. Provide an example of research conducted by your company:
19. Can your company provide written documentation for search average response rate, lift in applications, and ROI, for seniors, juniors, sophomores if requested as proof of your metrics included in this response?
20. Compare your 2008/2009 total AVERAGE response rate to the national average described in the Harvard Gillis Study:

Data

21. Does your company provide full data hygiene - Including comparing several data sources, removal of duplicate records, formatting, programming, and providing follow-up response data in formats approved by MSUM for importing into our systems. Files for upload to MSUM must be available according to our needs for access and must be accessible on a daily basis if needed? Describe:
22. The designated MSUM project team must include a professional analyst who will monitor results and make recommendations for improvements. Does your company provide in-market campaign monitoring and analysis - using professional marketing analysis designed to maximize campaign performance while still in-market? Describe:

23. Does your company provide routine response reports - should describe the results of the campaign by list source and demographic data, including but not limited to gender, race, geomarket, etc. MSUM must also receive a more detailed annual report including recommendations for improvements in the future from the Vendor? Describe:
24. Does your company provide ongoing analysis and recommendations for improvement - based on MSUM results and national research findings?
25. Describe data mapping procedures:
26. How does your company manage email delivery quality control?
27. Vendor must maintain student data privacy and integrity - Student data must be secure and protected according to industry best practices and in accordance with FERPA and other privacy laws. How does your company manage quality control for data exchange?
28. Provide evidence of production methodology (online and on paper) which has been developed for similar projects as described herein:
29. Describe your targeting procedures:
30. Describe your company's quality control process(es) for printing:
31. Describe your company's quality control process(es) for data management:

Detailed Methodology and Schedule

32. Insert Methodology/Process
33. Insert Sample Schedule
34. Insert Statement of Work

References

35. Provide 4 references, similar to our MSUM:

Pricing

36. Provide complete price for all services listed and pricing for any ad hoc or incremental charges that could be incurred as a result of response rates, or any other factors.

37. Provide written financial Return on Investment (ROI) estimates for each program upon the initiation of each enrolling class affected by your proposed solution.

38. Do you mark up prices for postage or list purchase?

39. Identify variable costs of the solution you are proposing.

General Selection Criteria

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

- Your general approach to university and higher education search marketing.
- Documented evidence of experience in helping higher educational institutions use targeting to increase marketing effectiveness.
- Turnkey offering, requiring a minimal effort on the behalf of MSUM employees.
- Uniqueness and/or particular strengths of your organization.
- Qualifications and experience of employees assigned to this project.
- Proposed timeline for completion of the project and ability to impact enrollments for 2011 and 2012.
- The specific deliverables for each phase of the project.
- Ability to conduct and apply findings from testing of offers and from research projects that will enhance search programs effectiveness mid-cycle or in the following cycle.
- References (including name, address, and phone numbers) from at least 4 higher education institutions for whom you have provided similar services; at least two of which must be universities.
- Case studies and relevance to MSUM's project.

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

Selection Process

MSUM will accept proposals until January 27, 2010 and will begin reviewing proposals. Two finalists will be interviewed and be given the opportunity to elaborate on their proposals and further understand the university's needs. MSUM expects to select the finalist no later than Feb. 15, 2010. The firm selected will be provided appropriate existing MSUM resource materials including survey results, publications, focus group findings, strategic plan, and recent annual reports

The selection process includes members of the Branding/Naming Sub-Committee of the MSUM's Strategic Planning Task Force. This group will evaluate the proposals and make the final decision.

Selection and Implementation Timeline

| | |
|---------------------------|--|
| Week of January 18, 2010 | Publish RFP notice in State Register |
| Week of January 18, 2010 | Conduct optional vendor conference calls |
| January 29, 2010, 3PM CST | Deadline for RFP proposal submissions |
| February 1, 2010 | Review RFP proposals |
| Week of February 1, 2010 | Complete selection process |
| February 10, 2010 | Deadline for executing contract subject to MnSCU Office of the Chancellor |

Contract Term

Minnesota State University Moorhead desires to enter into a contract with the successful vendor(s) effective February 10, 2010. The length of such contract(s) shall be Twelve Months. If Minnesota State University Moorhead and the vendor are unable to negotiate and sign a contract by March 1, 2010, then Minnesota State University Moorhead reserves the right to seek an alternative vendor(s).

Parties to the Contract

Parties to this contract shall be the "State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University Moorhead and the successful vendor(s).

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause. **Definitions**

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

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

School: Minnesota State University Moorhead

Office of the Chancellor: 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 Minnesota State University Moorhead as the successful responder(s) responsible to execute the terms of a contract.

Applicable Law

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

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the VP of Facilities and Administration.

Entire Agreement

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

Deviations and Exceptions

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

Duration of Offer

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

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

Authorized Signature

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

Proposal Rejection and Waiver of Informalities

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

to the contrary, reserves the right to:

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

Section II. Parties to the RFP

Parties to the Contract

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State University Moorhead and the successful vendor(s).

Section III. Vendor Requirements

Minnesota State University Moorhead expects the vendor to increase MSUM’s marketing penetration to prospective students, ultimately increasing the enrollment of incoming freshmen and MSUM’s market share.

The ultimate success of these efforts is to leverage a new brand strategy that will include qualitative as well as quantitative dimensions from research provided from a branding exercise currently in progress.

Among the quantitative dimensions we expect to use to monitor our future success include:

1. Increase in the size, quality, demographic mix and geographic reach of our undergraduate and graduate populations and applicant pools, based on detailed targeting and marketing
2. Growth in enrollment and tuition revenue as a result of increases in freshmen enrollment
3. Measureable increase in response rates from high school seniors, juniors and sophomores

The vendor is expected to help MSUM engage high school students in a manner that; a) drives an immediate increase in incremental freshmen enrollments by increasing applications; b) increases inquiries from high school juniors and sophomores for future enrollments; c) increases awareness of MSUM in the Higher Education market place; d) provides ability to research and test marketing methods; e) provide analysis of programs to enhance future programs; f) ensures MSUM remains competitive in our key markets.

Information Contact

Minnesota State University Moorhead's agent for purposes of responding to inquiries about the RFP is:

Name: Patricia J. Staples
Title: Director of Marketing
Address: 1104 7th Avenue South, Moorhead, MN 56560 #202
Telephone: 218-477-2926
E-mail address: staples@mnstate.edu

A COPY OF THIS RFP AS WELL AS ANY Questions and Answers to this RFP will be posted as a link to:

<http://www.mnstate.edu/publications/>

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

Section IV. Response Evaluation

The following criteria and their identified weight will be used by Minnesota State University Moorhead to evaluate the responses:

1. Vendor's in-house capabilities – 25%
2. Vendor's documented response/success metrics – 25%
3. Vendor's experience in Higher Education marketing – 20%
4. Total Cost – 20%
5. References (Including name, address, and phone numbers) from at least 4 universities for which you have provided similar services – 10%

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

Minnesota State University Moorhead reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Minnesota State University Moorhead does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above. Minnesota State University Moorhead reserves the right to limit the awarded contract to portions of the services proposed by the vendor and not the vendor's entire proposal.

A proposal may be rejected if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage.

Section V. Additional RFP Response and General Contract Requirements

Problem Resolution Process

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

Affidavit of Non-Collusion

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

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, all responding vendors are required to complete Exhibit B, the Human Rights Certification Information and Affirmative Action Data Page, and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155. All responding vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363.A36. Failure to comply shall be grounds for rejection.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Insurance Requirements

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Minnesota State University Moorhead'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 coverages must be included:

Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities
Minnesota State University Moorhead

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
Minnesota State University Moorhead

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. Minnesota State University Moorhead 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 Minnesota State University Moorhead and copies of policies must be submitted to Minnesota State University Moorhead's

authorized representative upon written request.

State Audit

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

Minnesota Government Data Practices Act

The 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 Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed and an award decision made. If the vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the vendor must:

- mark clearly all trade secret materials in its response at the time the response is submitted;
- include a statement with its response justifying the trade secret designation for each item;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, 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.

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

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

provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MnSCU’s rights.

Physical and Data Security

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

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

Section VI. RFP Responses

Submission

Proposals should be sent or emailed, by 3PM CST on January 29, 2010 to:

Patricia J. Staples, Director of Marketing, Minnesota State University Moorhead, 1104 7th Avenue S., Moorhead, MN 56563; staples@mnstate.edu

The responder, if sending electronically, should email its RFP response in Microsoft Word format to staples@mnstate.edu.

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

Fax responses will not be considered.

A COPY OF THIS RFP AS WELL AS ANY Questions and Answers to this RFP will be posted as a link to: <http://www.mnstate.edu/publications/> It is the responder’s responsibility to check this site on a regular basis.

Exhibit A. Affidavit of Non-Collusion

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B. Human Rights Certification Information and Affirmative Action Data Page

**NOTICE TO CONTRACTORS
AFFIRMATIVE ACTION
CERTIFICATION OF COMPLIANCE**

It is hereby agreed between the parties that 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:

| <p>complete these boxes... On any single working day within the previous 12 months, the company...</p> | <p>Then you must Box A</p> | <p>Box B</p> | <p>Box C</p> | <p>Box D</p> |
|--|--|---------------------|---------------------|---------------------|
| <p>employed more than 40 full-time employees in Minnesota.</p> | <p>•</p> | <p></p> | <p></p> | <p>•</p> |
| <p>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.</p> | <p></p> | <p>•</p> | <p></p> | <p>•</p> |
| <p>did not employ more than 40 full-time employees in Minnesota or the state where the company is domiciled.</p> | <p></p> | <p></p> | <p>•</p> | <p>•</p> |

BOX A – For a company which has employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months,

Its response will be rejected unless the company:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

- We have a current Certificate of Compliance issued by the MDHR. Include a copy of your certificate with your response. **Proceed to BOX D.**
- We do not have a current Certificate of Compliance but we have submitted an affirmative action plan to the MDHR for approval which the Department received on _____(date) at _____(time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance and have not submitted an affirmative action plan to the MDHR. *We acknowledge our response will be rejected.* **Proceed to BOX D.**

Note: A Certificate of Compliance must be issued by the Minnesota Department of Human Rights.

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

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

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

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

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

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

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

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

BOX D – For all companies

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

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5th Street, Suite 700
St. Paul, MN 55101

Metro: 651.296.5663

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.

Exhibit C. 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: _____