

MINNESOTA STATE COLLEGES AND UNIVERSITIES

SYSTEM OFFICE

REQUEST FOR PROPOSAL (RFP) FOR Annual Board of Trustees Awards for Excellence – April 2019

RFP DUE DATE: Monday, January 7, 2019, 3:00 pm CST

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State website, <http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP link). For this RFP, posting on the captioned web site above constitutes written notification to each Vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

NOVEMBER 2018

**REQUEST FOR PROPOSAL (RFP)
FOR
Annual Board Of Trustees Awards for Excellence – April 2019**

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Section I. General Information

Background

Minnesota State Colleges and Universities is the fifth-largest system of higher education in the United States. It is comprised of 30 two-year state colleges and seven four-year state universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15 member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.minnstate.edu.

The Board of Trustees Awards for Excellence are conferred annually to college and university teaching faculty and university administrative service faculty to acknowledge and provide system-wide recognition for consistently superior professional achievement and to encourage the ongoing pursuit of excellence. An awards luncheon is held each year in April to honor and recognize faculty from across the system for their selection as outstanding educators and outstanding service faculty. For more on the Board of Trustees Awards for Excellence, please view the website at www.minnstate.edu/system/asa/awards/botawards.

Nature of RFP

Minnesota State is requesting proposals for an event management vendor to plan, manage, and execute the Board of Trustees Awards for Excellence luncheon and program to be held on Wednesday, April 17, 2019 at the DoubleTree by Hilton, 411 Minnesota Street, St. Paul, MN 55101.

Selection of vendor shall be based on Minnesota State's evaluation of responses and communication with finalist(s) before final selection is made. Minnesota State intends to enter into a contract through April 30, 2019 with the selected vendor. Minnesota State reserves the right to extend the contract for up to five (5) years through a formal amendment to the contract.

This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Accordingly, Minnesota State shall select the Vendor(s) whose proposal(s), demonstrate in Minnesota State's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP shall not obligate the Minnesota State to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is in its best interest.

General Selection Criteria

Minnesota State is looking for a vendor to plan, manage, and execute an important and highly visible awards event. The successful vendor will have a track record of successfully coordinating professional, high-profile events of this nature. General information, the program, and links to videos and photos from the 2018 Board of Trustees Awards for Excellence can be found here: <http://www.minnstate.edu/stories/botawards/index.html>.

Selection Process

The selection process includes an evaluation of all qualified proposals by selected members of the Minnesota State System Office responsible for the Board of Trustees Awards for Excellence. The group will evaluate proposals and make a recommendation/final decision. Minnesota State reserves the right to

accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP shall not obligate Minnesota State to award Master Contract(s) or complete the proposed project and it reserves the right to cancel this RFP if it is in its best interest.

Selection and Implementation Timeline

Friday, December 7, 2018	Publish RFP notice in State Registrar
Friday, December 14, 2018, 3:00 pm CST	Deadline to submit clarifying questions
Friday, December 21, 2018	Publish responses to RFP questions
Monday, January 7, 2019, 3:00 pm CST	Deadline for RFP submissions
Wednesday, January 9, 2019	Review RFP submissions and identify finalist(s)
Friday, January 11, 2019	Vendor selected and notified
Friday, January 18, 2019	Estimated deadline for executing contract

Questions

Prospective vendors with questions regarding this request for proposal must submit them in writing (via email) to Kimberly Johnson (email: Kimberly.johnsons@minnstate.edu) no later than the date and time noted above. Questions must include the name of the questioner as well as telephone number and email address. Anonymous inquiries will not be answered. Questions will be answered according to the timeline above and posted with the original RFP.

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

Contract(s) Awarded and Pricing Structure

Minnesota State reserves the right to award one, none, or more master contracts based on responders RFP responses.

Contract Term

System Office desires to enter into a contract with the successful vendor effective January 18, 2019-April 30, 2019, with the right to extend the contract for a total of five (5) years with a formal amendment to the contract. If Minnesota State System Office and the vendor are unable to negotiate and sign a contract by January 18 2019, the System Office reserves the right to seek an alternative vendor.

Parties to the Contract

Parties to the contracts shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State” and the successful vendor.

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract upon 30 days written notice, with or without cause.

Definitions

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

Board of Excellence in Teaching Award – System-wide award and designation as an Educator of the Year bestowed upon a maximum of four college instructors and three university instructors.

Board of Excellence in University Service Award – System-wide award and designation as Service Faculty Member of the Year bestowed upon one university administrative service faculty member.

Educator of the Year (EOY): Instructional faculty selected by an awards committee, from the pool of college and university Outstanding Educators, for the Board of Trustees Excellence in Teaching Award.

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the System Office.

Minnesota State Colleges and Universities (Minnesota State): Minnesota State Colleges and Universities is a system of 37 public institutions of higher learning, made up of 30 two-year state colleges and seven state universities.

Outstanding Educators (OE): Instructional faculty selected by colleges and universities for excellence in teaching at their institution and nominated for a Board of Trustees Excellence in Teaching Award (Educator of the Year).

Outstanding Service Faculty Members (OSFM): University administrative service faculty selected by state universities for excellence in service at their institution and nominated for a Board of Trustees Excellence in University Service Award (Service Faculty Member of the Year).

School: An institutional member of the Minnesota State Colleges and Universities system.

Service Faculty Member of the Year (SFMOY): University administrative service faculty members, selected by an awards committee from the pool of Outstanding Service Faculty Members, for the Board of Trustees Excellence in University Service Award.

System Office: The central System Office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7th Street East, Suite 350, St. Paul, Minnesota 55101.

Vendor: The firm selected by System Office 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 Minnesota State System Office.

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 System Office 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 Minnesota State, its Board of Trustees, or System Office 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 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 prepare and release a new RFP;
5. terminate negotiations and take such action as deemed appropriate.

Information Contact

System Office's agent for purposes of responding to inquiries about the RFP is listed below. All questions must be submitted in writing (via email) no later than the date noted above.

Name: Kimberly A. Johnson
Title: Director for Faculty and Instructional Development
Address: 30 7th Street East, Saint Paul, MN 55101-7804
Telephone: 651-201-1443
Email: Kimberly.johnson@minnstate.edu or botawards@minnstate.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State 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 with a telephone number and email address. Anonymous inquiries will not be answered. Questions will be answered according to the timeline above and posted with the original RFP.

Section II. Parties to the RFP

System Office and Minnesota State

Section III. Vendor Requirements (details on pages 15-18 of this RFP)

1. Manage the event budget.
2. Manage System Office contracted services.
3. Create and manage a registration site and invitations.
4. Manage printing and preparation of certificates and programs
5. Manage purchase, delivery, and preparation of award materials: ribbons, display boxes, certificate frames
6. Manage communications, deliverables, and payment upon completion for System Office-designated vendors:
7. Ensure sufficient staffing, event day set-up, execution of program, and take-down of event.
8. Coordinate evaluation to provide feedback on all aspects of event to inform subsequent years.

Section IV. Response Evaluation

The following criteria and their identified weight will be used by the System Office to evaluate responses:

1. Cover letter and acceptance of terms and conditions (20%)
2. Event requirements, including evidence of the ability to meet all of the Vendor Requirements in Section III (pages 15-18). (50%)
3. Proposer's qualifications (10%)
4. Cost (20%)
5. Submission of required forms (pass/fail)

RFPs will be reviewed for pass/fail of required documents, then based on the evaluation of 1-4 above. In some instances, an interview will also be part of the evaluation process.

System Office reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. System Office does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

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

Section V. Additional RFP Response and General Contract Requirements

In the cover letter, vendors must respond whether they accept the following terms and conditions outlined below in Section V or propose alternative language.

Notice to Vendors and Contractors

As a condition of this contract, Vendor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require Vendor to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either System Office or the vendor.

Affidavit of Non-Collusion

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

Human Rights Requirements

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

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to **certified small businesses that are majority-owned and operated by veterans.**

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation due date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Insurance Requirements

A. The selected Vendor will be required to submit an ACORD Certificate of Insurance to Minnesota State's authorized representative prior to execution of the contract. The selected Vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term 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
\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
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

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:

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

Any deductible will be the sole responsibility of the Vendor and may not exceed \$50,000 without the written approval of Minnesota State. If the Vendor desires authority from Minnesota State to have a deductible in a higher amount, the Vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that Minnesota State can ascertain the ability of the Vendor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and Vendor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Vendor's performance under this contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the contract.

Minnesota State 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 and copies of policies must be submitted to Minnesota State'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 Minnesota State and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The Vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State member schools 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. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected Vendor. If the Vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the Vendor must:

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

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

Conflict of Interest

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

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a Vendor is unable or potentially unable to render impartial assistance or advice, or the Vendor's objectivity in performing the contract work is or might be otherwise impaired, or the Vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or Minnesota State'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 Minnesota State 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 Minnesota State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State's rights.

Physical and Data Security

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

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

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

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

The Vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State, and System Office 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 con, and tract. The Vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Section VI. RFP Response Submission

Submission

Sealed proposals must be received at the following address not later than 5:00 p.m. CT on Monday, January 7, 2019.

Institution: Minnesota State System Office
Name: Kimberly A. Johnson
Title: Director for Faculty and Instructional Development
Address: 30 7th Street East
Suite 350
Saint Paul, MN 55101-7804

The responder shall submit one original paper RFP response and a flash drive with the RFP response in Microsoft Word or PDF format. Proposal responses are to be unbound and signed in blue or black ink by an authorized representative of the vendor. All pages must be numbered. Font size will be no smaller than 10 point. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. Proof of authority of the person signing must accompany the response.

Late responses will not be considered.

Fax and e-mail responses will not be considered.

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

Components of proposal

1. Cover Letter and Acceptance of Terms and Conditions

The cover letter shall contain a brief introduction of the vendor, corporate structure, major business lines and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of the RFP to which the vendor objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter shall be on company letterhead and shall include the name and working address of the firm submitting a proposal; the name, telephone and email address of the primary company representative to be contacted with reference to the proposal; and the date of submission.

2. Event Requirements

Pages 15-18 – Provide responses and evidence of the ability to meet all of the Event Requirements.

3. Proposer’s Qualifications

The proposer must include the following information:

- a. Introduction: Name, website, address, telephone, email, and director of the company
- b. Primary event contact: Name, telephone, email and qualifications of the person who will be the primary contact and lead working with System Office staff on the Board of Trustees Awards for Excellence
- c. Staff support: Name, telephone, email of additional staff members who will be supporting the event
- d. References: Names and contact information of three customers the Proposer has worked with on similar professional, high-profile events

4. Cost

Cost proposal must include:

- a. Fees for all event planning, executing, and event staffing for April 2019 Board of Trustees Awards for Excellence event.
- b. Fees for the cost of paper and printing (certificates and programs) and signage, including suggested name of printer along with website and/or other contact information.
- c. Fees for the purchase of neck drapes/ribbons for medallions, medallion display boxes, medallion and service pin award boxes, and certificate frames; include the name of suggested supplier along with website and/or other contact information

5. Required Forms

- Proof of signatory authorization, per Section I (*Authorized Signature*)
- Conflict of Interest Statement if applicable, per Section V (*Conflict of Interest*)
- Affidavit of Non-Collusion
- Affirmative Action Certification
- Affirmative Action Certification of Compliance
- Veteran-Owned Preference Form

Event Requirements

Respond to each category below to describe how you will manage this professional, high-profile event for up to 300 guests, including dignitaries, media, honorees and guests. The event will be held on Wednesday, April 17, 2019 from 11:00 am – 2:00 pm at the DoubleTree by Hilton, 411 Minnesota Street, St. Paul, MN 55101.

General information, the program, and links to videos and photos from the 2018 Board of Trustees Awards for Excellence can be found here: <http://www.minnstate.edu/stories/botawards/index.html>.

1. Manage the event budget

- a. Contract will include funding for Vendor to coordinate communications, deliverables, and payment upon completion for the following System Office-designated vendors (dollar amounts reflect the maximum that is allotted for each):
 - o Videographer 12,000.00
 - o Medallions and pin provider 4,000.00
 - o Program graphic designer 2,200.00
 - o Photographer 890.00
 - o Emcee 500.00
 - o Student Musicians 400.00
 - TOTAL \$19,990.00
- b. Manage purchase, delivery, and payment of professional, high-quality printing of up to 88 certificates and 300 programs.
- c. Manage purchase, delivery, and payment of neck drapes/ribbons for up to 81 medallions, 74 medallion and seven service pin award boxes, seven medallion display boxes, and up to 88 certificate frames.

Provide details of plans to manage event budget. Be certain to address the following questions in your response:

- How will you manage and negotiate with System Office-designated vendors?
- How will you ensure System Office funds are spent wisely?
- How will you manage professional printing and purchase of ribbons, award boxes, and certificate frames?

2. Manage System Office contracted services

The System Office has already contracted with the DoubleTree by Hilton in downtown St. Paul for hotel (including venue and a few hotel rooms for out of town honorees), catering, and PSAV services. Vendor will:

- a. Work with venue staff to create a floorplan for the event including appropriate placement of speakers, award winners, musicians, and dignitaries within the ballroom.
- b. Communicate with hotel and catering staff on coordination of Banquet Event Order to:
 - i. Manage stage set-up: podium, seats for emcee and musicians, table set-up and placement of all certificates, medallions, and other awards for easy distribution.
 - ii. Coordinate all displays, including Minnesota State banners on podium and stage; miscellaneous items such as flowers, tables, numbers and centerpieces; and tables in reception area for display of honoree portfolios.
 - iii. Details of luncheon timeline, seat assignment and table set-up.
 - iv. Final menu choices.
 - v. Accommodation of all special needs, including dietary.
 - vi. Direction of hotel and catering staff and service before, during, and after program.
- c. Coordinate and manage audio-visual:

- i. With venue staff and PSAV for set up and running of PowerPoint slides with honorees (to be run prior to program) and microphone/sound needs for speakers and musicians.
- ii. With venue staff, PSAV, and videographer on set-up and running of all video equipment and video presentations.
- d. Ensure that all contracts and Minnesota State paperwork is complete for payment.

Provide details of plans to manage hotel, catering and PSAV services. Be certain to address the following questions in your response:

- How will you manage the hotel, catering and PSAV services already contracted by System Office?
- Are there other ideas, in addition to those above, that you want to offer?

3. Create and manage a registration site and invitations.

- a. Distribute invitations to all who should get them – all those being recognized (OEs, EOYs, OSFM, SFMOY), college and university leaders, system office leaders, others.
- b. Answer questions and problem-solve related to invitations.
- c. Monitor menu choices from invitations, including the need for any accommodations, and coordinate information with caterers.
- d. Monitor RSVPs to track names and institutions.
- e. Create a schedule for event invites, reminders and follow-ups.
- f. Manage the weekly email invites leading up to the event.

Provide details of plans to manage registration and invitations:

- What system will you use to create invitations and manage registration? Why?
- How will you monitor menu choices and the need for accommodations?
- How will you track RSVPs?

4. Manage printing of certificates and programs

Manage purchase, delivery, and payment of professional, high-quality printing of up to 88 certificates and 300 programs.

Provide details of plans to manage printing of certificates and programs. Be certain to address the following questions in your response:

- How will you ensure System Office funds are spent wisely?
- How will you manage printing of certificates and programs? What will you do to ensure certificates and programs are accurate, high-quality, and professional?

5. Manage award materials: ribbons, award boxes, certificate frames.

Manage purchase, delivery, and payment of neck drapes/ribbons for up to 81 medallions, 74 medallion and seven service pin award boxes, seven medallion display boxes, and up to 88 certificate frames.

Provide details of plans to secure neck drapes/ribbons, award boxes and certificate frames. Be certain to address the following questions in your response:

- How will you ensure System Office funds are spent wisely?
- What services will you use to purchase neck drapes/ribbons, medallion and service pin award boxes, and certificate frames?
- How will you coordinate assembly of medallions, service pins, and certificates to ensure all is presented in a professional manner?

6. **Manage communications, deliverables, and payment upon completion for System Office-designated vendors**
- a. Videographer
 - i. Provide support for videographer as needed, including coordination of videographer to campus honorees and/or review of scripts and videos to ensure quality and professional presentation.
 - ii. Ensure videos are captioned and ready day of event
 - iii. Collect videos following event
 - b. Medallions and pins provider
 - i. Coordinate with artist to create gold and silver medallions and gold and silver service pins
 - ii. Provide oversight to ensure all is accurate and presented in a professional manner
 - iii. Collect medallions and pins and ensure all are ready day of event (ribbons attached to medallions; silver medallions and service pins in award boxes; gold medallions in display boxes)
 - c. Program graphic designer
 - i. Coordinate with System Office to collect content for program
 - ii. Coordinate with honorees to collect biographies and headshots
 - iii. Provide oversight to ensure all is accurate, presented in a professional manner, and formatted appropriately for printing
 - d. Photographer
 - i. Provide support for photographer as needed, included coordinating with venue to ensure photographer has what is needed (Minnesota State backdrop, staging, ladder)
 - ii. Provide photo shoot list to photographer and ensure that all photos are taken
 - iii. Assist with coordination of group photos post-lunch
 - iv. Collect photos following event
 - e. Emcee
 - i. Provide support for emcee, including communication on timing and expectations
 - ii. Provide support to System Office by proofreading script and timing of emcee remarks and presentation of awards
 - f. Student Musicians
 - i. Work with System Office and local campus to coordinate student musicians for event
 - ii. Collect bios and information on musicians for inclusion in program and event script
 - iii. Ensure musicians have space and equipment on-site as needed
 - iv. Secure take-away lunches if students are unable to stay for the luncheon

Provide details on plans to manage communications, deliverables, and payment upon completion for System Office-designated vendors. Be certain to address the following questions in your response:

- How and what will you use for communications?
- How will you ensure deliverables?
- What processes do you have in place to provide payment to System Office-designated vendors?

7. **Ensure sufficient staffing, event day set-up, execution of program, and take-down of event**
- a. Manage day-of check-in table that includes name tags, guest assistance, distribution of parking vouchers
 - b. Provide and display signage to direct guests to the event

- c. Assist with set-up of portfolio displays and assistance with pipe-and-drape (coordinated with System Office Marketing and Communications office)
- d. Secure, prepare and/or transport materials to and from the event, including Minnesota State display materials, framed certificates, nametags, boxing of medallions and service pins, etc.

Provide details on staffing and supports for event day. Be certain to address the following questions in your response:

- Who is available on staff to provide needed supports for the event?
- What means and plans do you have to transport materials to and from event?
- Are there other ideas, in addition to those above, that you want to offer?

8. Coordinate evaluation to provide feedback on all aspects of event to inform subsequent years

Provide details on evaluation processes and collection of feedback. Be certain to address the following questions in your response:

- What feedback do you collect and how will you collect it?
- How will that information be shared with System Office?

The remainder of this page was intentionally left blank

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

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

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

It is hereby agreed between the parties that 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 four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

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

State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663

Toll Free: 800-657-3704

Fax: 651-296-9042

TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

**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, 625 Robert Street North, Saint Paul MN 55155; 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 four (4) years.

DISABLED INDIVIDUAL CLAUSE

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

- B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- C. In the event of a vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.
- D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.
- E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

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

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Revised 1/22/09

**STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM**

In accordance with Minn. Stat. §16C.16, subd. 6a, the MnSCU may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. §16C.19(d):

1. Principal place of business is in Minnesota.

and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. by making this claim, I verify that:

- My company's principal place of business is in Minnesota; and
- The United States Department of Veteran's Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.