

# MINNESOTA STATE COLLEGES AND UNIVERSITIES

## Hennepin Technical College

### REQUEST FOR PROPOSAL (RFP) FOR

### ADVERTISING CAMPAIGN DEVELOPMENT AND MANAGEMENT SERVICES

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

**April 2021**  
**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**Advertising Campaign Development and Management Services**

Table of Contents

**Section I. General Information**

Background  
Nature of RFP  
General Search Criteria  
Vendor Selection Process and Timeline  
Contract Term  
Parties to the Contract  
Contract Termination  
Definitions  
Applicable Law  
Contract Assignment  
Entire Agreement  
Deviations and Exceptions  
Duration of Offer  
Authorized Signature  
Proposal Rejection and Waiver of Informalities

**Section II. Parties to the RFP**

Hennepin Technical College

**Section III. Vendor Requirements**

Includes Information Contact for Questions about the RFP

**Section IV. Response Evaluation**

**Section V. Additional RFP Response and General Contract Requirements**

Notice to Vendors and Contractors  
Problem Resolution Process  
Affidavit of Non-Collusion  
Human Rights Requirements  
Preference to Targeted Group and Economically Disadvantaged Business and Individuals  
Veteran-Owned Preference  
Insurance Requirements  
State Audit  
Minnesota Government Data Practices Act  
Conflict of Interest  
Organizational Conflicts of Interest  
Physical and Data Security  
Reimbursements

**Section VI. RFP Response Submission**

Submission  
Required Proposal Elements  
Required Proposal Attachments

- Affidavit of Non-Collusion

- Human Rights Certification Information and Affirmative Action Data Page
- Veteran-Owned Preference Form, if applicable

## **Section I. General Information**

### **Background**

Minnesota State Colleges and Universities (Minnesota State) is the third-largest system of higher education in the United States. It is comprised of 37 state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 350,000 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, please view its website at <https://www.minnstate.edu/>.

Founded in 1972, Hennepin Technical College is the largest stand-alone technical college in Minnesota. With campuses in Brooklyn Park and Eden Prairie, the college has a diverse student population and offers degree and non-degree courses in over forty-five (45) programs. Hennepin Technical College is a member of Minnesota State, which includes 30 colleges and seven (7) state universities.

For more information about Hennepin Technical College, including [At-A-Glance](#), visit [Hennepintech.edu](http://Hennepintech.edu).

### **Nature of RFP**

Hennepin Technical College is requesting proposals to assist in advertising campaign development and management services. This RFP is undertaken by Hennepin Technical College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

### Project Scope:

Hennepin Technical College is requesting proposals to assist in developing advertising strategies, ad buying and monitoring, and overall project management to stimulate enrollment growth and promoting the college's brand. In keeping with Hennepin Technical College's evolving mission and vision, advertising campaigns developed and managed by the vendor Hennepin Technical College selects must raise awareness within, and generate applications and enrollment from the diverse racial and ethnic communities and non-traditional students Hennepin Technical College serves.

This Request for Proposal (RFP) outlines basic requirements for the services to be provided. Hennepin Technical College is the client and makes no guarantee as to the number and size of advertising campaigns or related projects that may be awarded to any successful proposer under this RFP. Hennepin Technical College may elect to use in-house services and resources, including staff and students, for all or part of any project. Hennepin Technical College's Marketing and Communications Department will be the vendor's point of contact throughout the contract and will partner with Hennepin Technical College's Enrollment Services Department to coordinate the professional services required of the vendor. The term for the agreement will be one (1) year with an option to renew for four (4) additional one-year terms if mutually agreed upon by Hennepin Technical College and the vendor.

### Professional Services Sought:

Hennepin Technical College seeks a vendor who is experienced in providing deliverables with digital/video advertising space on television and multiple networks allowing customization to meet Hennepin Technical College's specific needs. Hennepin Technical College also seeks to select and collaborate with a long-term agency/firm partner to provide a 365-day advertising strategy that seamlessly

incorporates stable, ongoing brand-building messages with calls to action that may be tailored by term, program, population, etc.

Hennepin Technical College aspires to be more broadly recognized not only for affordability, but also for the excellence of faculty, programs and job placement and the palpable sense of community that exist along with the deep institutional commitment to welcoming and supporting all students that distinguish the college from other two-year technical colleges.

Hennepin Technical College seeks a vendor who will build on and reflect the opportunities and challenges described above in serving as our long-term partner to develop, create, manage, and evaluate strategic, year-round digital/video advertising with campaigns to increase student enrollment and retention. Services to be provided by the vendor include but are not limited to:

- Conducting effective, ongoing discovery processes to understand Hennepin Technical College’s evolving mission, vision, and values; academic programs and student services; culture; value proposition; and evolving strategic enrollment plan.
- Conducting primary and secondary research as needed to gain actionable insights into target audiences, competitive environment, and other relevant topics.
- Developing an annual digital/video advertising plan and campaigns, including recommendations for key messages, vehicles and platforms, and budget allocations to drive enrollment by each well-defined, priority audience segment. In addition to digital, online media platform search engine optimization and tactics are included in the plan/campaigns,
- Copywriting, graphic design, art direction, and other creative services needed to implement advertising plans. (See “In-House Resources” below for information about Hennepin Technical College’s marketing team and the creative services they may contribute.)
- Monitoring, evaluating, and providing timely and accurate information to Hennepin Technical College on ad/campaign performance, and making timely changes to ad placement to strengthen performance as needed.

Accordingly, Hennepin Technical College shall select the vendor(s) whose proposal(s) demonstrate in Hennepin Technical College’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. Hennepin Technical College 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 Hennepin Technical College. This RFP shall not obligate Hennepin Technical College 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.

#### Advertising Budget:

Hennepin Technical College anticipates that approximately \$120,000.00 will be available in year one (promoting 2021-22 academic year enrollment) to invest in advertising as part of our strategic enrollment management plan. This figure could grow in future years. It is the total, “all-in” annual advertising budget and must cover both the professional services to be provided by the selected vendor and out-of-pocket costs. As noted below, proposals should include an estimate of the percent of the total annual advertising budget that will be required for professional services to be provided by the vendor (as opposed to out-of-pocket costs to be paid by vendor and reimbursed by Hennepin Technical College).

#### In-House Resources:

Hennepin Technical College has a small marketing and communications staff relative to the college's size, scope, and marketing and communications needs. The staff currently comprise of one Marketing Manager/Creative Director, one Communications Media Relations, and one Web/Digital Media Manager.

The Marketing Manager/Creative Director will provide Hennepin Technical College branding guidelines, brand assets, and other available collateral for advertising purposes. This person will also work in collaboration with the Hennepin Technical College Media Relations and Web/Digital Media Manager positions to amplify social media advertising.

The Marketing Manager/Creative Director is available to partner with and support the vendor's creative direction and designers as needed. With this in mind, the selected vendor should expect to provide creative services (e.g. concepts, copywriting and design) in addition to strategy, planning and project/account management services.

The vendor will coordinate with Hennepin Technical College's Web/Digital Media Manager to coordinate landing pages and campaign information such as tags and nomenclature to support any necessary content updates and analytics collaboration.

Advertising campaigns promoting enrollment rely on substantial input and guidance from Hennepin Technical College's Enrollment Services Department in addition to the Marketing Department and the Strategic Enrollment Management Plan. Accordingly, the Dean of Enrollment Services will be a key person in the team of Hennepin Technical College's employees working with the vendor.

### **General Selection Criteria**

As discussed in context in Project Scope and Professional Services Sought above, Hennepin Technical College seeks a vendor who will serve as our long-term partner to develop, create, manage and evaluate a strategic year-round advertising program with campaigns to increase student enrollment and retention.

Hennepin Technical College's goal is to be the leader in innovative career and technical education that leads to success for all students and to increase enrollment through video advertising space on multiple networks, platforms and/or television. This includes voice/video on demand, streaming, pre-roll video/online or traditional broadcast by incorporating video production services to support suggested campaigns.

Services provided by the vendor include but are not limited to:

- Analyze Hennepin Technical College's current trends and propose a plan to increase enrollment through advertisement by understanding Hennepin Technical College's mission, vision, and values; academic programs and student services; culture; value proposition; and evolving strategic enrollment plan.
- Unify brand messaging across platforms to increase enrollment numbers by copywriting, graphic design, art direction, and other creative services needed to implement advertising plans utilizing Hennepin Technical College's marketing team and the creative services they may contribute.
- Increase brand and awareness, expanding the college's footprint through geo targeting and search engine optimization as needed to gain actionable insights to audiences, competitive environment, and other relevant topics.
- Prepare advertising content for streaming, TV, voice/video on demand and by developing an annual advertising plan and campaigns, including recommendations for key messages, vehicles and platform, and budget allocations to drive enrollment by each well-defined, priority audience segment. In addition to streaming and TV, included in the plan/campaigns in online vehicles and platforms such as social media advertising and search engine optimization.

- Measure results through google analytics and reporting each month, making recommendations by monitoring and evaluating the ad/campaign performance, and making timely changes to add placement to strengthen performance as needed to increase impressions in the market and enrollment.

**Vendor Selection Process and Timeline**

The selection process includes Debra Newgard, Dean of Enrollment Services, Dina Rogalla, Marketing Coordinator and Graphic Design, and Dawn Peterson, Enrollment Services Assistant. This group will evaluate the proposals and make the final decision.

**Timeline:**

Monday, April 26, 2021	Publish RFP notice at <a href="https://www.minnstate.edu/vendors/index.html">https://www.minnstate.edu/vendors/index.html</a>
Monday, May 3, 2021	Questions about RFP due by email to <a href="mailto:julie.kaiser@hennepintech.edu">julie.kaiser@hennepintech.edu</a>
Wednesday, May 5, 2021	Answers to questions will be posted at <a href="https://www.minnstate.edu/vendors/index.html">https://www.minnstate.edu/vendors/index.html</a>
Wednesday, May 12, 2021 10:00 a.m. CT	Deadline for RFP proposal submissions
Thursday-Friday May13-14, 2021	Review proposals
Tuesday, May 18, 2021	Vendors invited for oral presentations if necessary
Friday, May 21, 2021	Complete selection process
Tuesday, June 1, 2021	Deadline for executing contract

**Contract Term**

Hennepin Technical College desires to enter into a contract with the successful vendor(s) effective July 1, 2021. The length of such contract(s) shall be one (1) year with an option to renew for four (4) additional one-year terms if mutually agreed upon by Hennepin Technical College and the vendor. If Hennepin Technical College and the vendor are unable to negotiate and sign a contract by June 1, 2021, then Hennepin Technical College 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 Hennepin Technical College and the successful vendor(s).

**Contract Termination**

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

**Definitions**

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

Minnesota State: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Hennepin Technical College

School: Hennepin Technical College

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 Hennepin Technical College 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 Vice President of Finance and Operations.

### **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 Hennepin Technical College and the vendor.

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

### **Authorized Signature**

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

### **Proposal Rejection and Waiver of Informalities**



This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Hennepin Technical College 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. Hennepin Technical College 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**

Hennepin Technical College

## **Section III. Vendor Requirements**

The deliverables provided by the vendor will include:

- Monthly analytics of current trends demonstrated through digital advertising space on multiple networks, platforms and/or television.
- Unifying brand messaging across platforms by increasing brand awareness, and collecting data to ascertain effectiveness of increasing enrollment
- Preparing advertising content for streaming, voice/video on-demand and television in collaboration with Hennepin Technical College's Marketing Department
- Monthly reporting through geo fencing and search engine optimization to targeted audiences, i.e.
  - New Career Seeker
  - Women 18-54: Non-traditional career paths
  - Multicultural
  - Family households: focus on General Education completed at Hennepin Technical College
  - General audiences
- Measuring and reporting results through google analytics each month, providing recommendations
- Continuously reviewing and recommending campaigns on a monthly basis to increase impressions in the market; end result – increasing enrollment from the diverse racial and ethnical communities as well as non-traditional students that Hennepin Technical College serves.
- Costs to not exceed \$120,000.00 in a year and should include fixed prices attached to each line item, including travel costs, if any.

## **Information Contact**

Hennepin Technical College's agent for purposes of responding to inquiries about the RFP is:

Name: Julie Kaiser  
Title: Purchasing Supervisor  
Address: 13100 College View Drive, Eden Prairie, Minnesota 55317  
E-mail address: julie.kaiser@hennepintech.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Hennepin Technical College 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, and e-mail address. Anonymous inquiries will not be answered.

## **Section IV. Response Evaluation**

The following criteria and their identified weight will be used by Hennepin Technical College to evaluate the responses:

1. Overall quality, thoroughness, and responsiveness of the proposal to this RFP, particularly the list of elements every proposal must include as stated under Section VI RFP Responses below – 10%
2. Relevant experience, which may include prior experience with two-year technical colleges or other higher education institutions and/or prior experience successfully advertising to diverse racial and ethnic communities and non-traditional students – 20%
3. Evidence that the proposer has the capacity to carry out the project – 20%
4. Cost and value to Hennepin Technical College of the professional services proposed – 30%
5. Evidence that the proposer has the awareness and understanding of the value Hennepin Technical College provides and could provide within the market – 5%
6. Strength of references – 5%
7. Targeted Business Inclusion; respondent is a certified TGB and/or respondent commits to sub-contracting 10% or more of the value of the contract to a certified TGB – 10%

In some instances, an interview will also be part of the evaluation process. Hennepin Technical College reserves the right to name a date at which all responding vendors will be invited to present demonstrations or participate in an interview. Hennepin Technical College 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 **Vendor Selection Process and Timeline** above.

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

## **Section V. Additional RFP Response and General Contract Requirements**

### **Notice to Vendors and Contractors**

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

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

### **Problem Resolution Process**

A formal problem resolution process will be established in the contract to address issues raised by either Hennepin Technical College 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. 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 the Hennepin Technical College'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

Hennepin Technical College

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.

C. Hennepin Technical College 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 Hennepin Technical College and copies of policies must be submitted to Hennepin Technical College'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, its schools and the System Office in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. 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 the System Office's Business Manager that must include a description of the action which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or System Office may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or System Office may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime

contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve Minnesota State’s rights.

### **Physical and Data Security**

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

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

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

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

### **Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the commissioner of Employee Relations and available at

<https://www.minnstate.edu/system/templates/index.html>. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

## **Section VI. RFP Responses**

### **Submission**

**Sealed proposals must be received at the following address not later than 10:00 a.m. CT on Wednesday, May 12, 2021:**

<b>Institution:</b>	<b>Hennepin Technical College</b>
<b>Name:</b>	<b>Julie Kaiser</b>
<b>Title:</b>	<b>Purchasing Supervisor</b>
<b>Mailing Address:</b>	<b>13100 College View Drive, Eden Prairie, Minnesota 55317</b>

**The responder shall submit [3] copies of its RFP response and a flash drive with the RFP response in Adobe PDF. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in blue or black ink by an authorized representative of the vendor. Proof of authority of the person signing must accompany the response.**

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

Fax and e-mail responses will not be considered.

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

### **Required Proposal Elements**

Proposal must include:

1. Detailed description of how the vendor will approach the work of getting to know Hennepin Technical College and delivering the other services listed in the bullet point list under "Professional Services Sought," above, along with any other professional services the vendor may recommend following discovery.
2. Description of the three most relevant projects work vendor has completed for other clients in developing and implementing advertising plans. Please identify why the past client work is relevant to developing and implementing enrollment-focused advertising plans/campaigns for Hennepin Technical College, and include samples of the creative work (e.g., display ads for digital or print application, copywriting), where possible.
3. Detailed description of vendor's track record and expertise in marketing to individuals and communities who identify as diverse racial and ethnic communities and non-traditional students.
4. Preliminary, high-level thoughts on the strategies and tactics that may be most effective in reaching prospective students from a wide variety of racial and ethnic backgrounds and motivating them to enroll at Hennepin Technical College.
5. Description of how vendor would work with Hennepin Technical College to provide timely and accurate information on ad/campaign performance, and measure the success of the advertising plans/campaigns the vendor develops and implements for Hennepin Technical College.
6. Estimated percent range of the total annual advertising budget that Hennepin Technical College will need to spend on *each of the following broad categories* of professional services provided by the vendor in year one, assuming a total annual advertising budget of approximately \$120,000 in year one (promoting 2021-2022 academic year enrollment) for professional services and out-of-pocket costs.
  - a. discovery, market research, and analysis;
  - b. strategy and plan development;
  - c. creative development;
  - d. monitoring, measuring, evaluating, and reporting on campaigns; and
  - e. general project and account management.

For example, if a vendor estimates that 25%-35% of the total budget will be spent on professional services and the rest on out-of-pocket costs, the percentages estimated for each of the above broad categories of services should total 25-35%. It is acceptable to list the assumptions on which these estimates are based.



7. A list of vendor personnel who will work with Hennepin Technical College and a description of their professional backgrounds and training.
8. Three to five client references, with contact information, and a brief description of work done for those clients.

### **Required Proposal Attachments**

Submit the Following Forms with the Proposal:

- Affidavit of Non-Collusion form, attached.
- Human Rights Certification Information and Affirmative Action Data Page, attached.
- Veteran-Owned Preference Form, if applicable, attached.

**Please note:** As described in Section VI above, proposers must submit three (3) physical copies of their proposal, including one copy that is unbound and signed in blue or black ink by an authorized representative. Proof of the representative's authority to sign must accompany the proposal. Proposers must also submit a flash drive containing the proposal and required attachments in Adobe PDF.

All costs incurred by a vendor in responding to this RFP shall be borne by the vendor.

The remainder of this page was intentionally left blank

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

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

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

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

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

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

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

### State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (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](http://mn.gov/mdhr)  
Email: [compliance.mndh@state.mn.us](mailto: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 Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

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

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

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

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

**DISABLED INDIVIDUAL CLAUSE**

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

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

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

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

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State 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.**