MINNESOTA STATE COLLEGES AND UNIVERSITIES

SOUTH CENTRAL COLLEGE

REQUEST FOR PROPOSAL (RFP)
FOR
MEDIA BUYER TO SUPPORT MARKETING AND COMMUNICATION EFFORTS

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or SOUTH CENTRAL 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.
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FOR
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SECTION I. GENERAL INFORMATION

1.1 PURPOSE AND INTENT
This Request for Proposal (RFP) is issued by South Central College, a member of the Minnesota State System. The purpose of this RFP is to solicit bid proposals from qualified marketing firms with expertise in higher education student recruitment, as well as marketing technology and data tracking, and analytics and reporting.

This RFP is undertaken by South Central College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

Accordingly, South Central College shall select the vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in South Central College’s sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost effective manner. South Central 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 South Central College. This RFP shall not obligate the South Central 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.

1.2 BACKGROUND
Minnesota State Colleges and Universities is the third-largest system of state colleges and universities in the United States. Minnesota State is comprised of 33 state colleges and universities with 54 campuses located in 47 Minnesota communities. Minnesota State serves approximately 340,000 students each year. Minnesota State employs more than 15,000 dedicated faculty and staff focused on student success. Minnesota State is an independent state entity that is governed by a 15-member Board of Trustees. For more information about the colleges and universities of Minnesota State, please view its website at www.minnstate.edu.

South Central College is a comprehensive community and technical college that is part of the Minnesota State system. With 50 programs at its campuses in Faribault and North Mankato, South Central College is making an impact in a twelve-county region. As a comprehensive community and technical college, South Central College prepares students to immediately start a rewarding career after graduation or transfer to a 4-year institution to pursue a bachelor’s degree. South Central College served 4,274 students in Fiscal Year 2020-2021.

South Central College has operated in a non-consolidated state with regard to creative agencies. South Central College is looking to move away from this type of approach to a more consolidated state among creative agencies.

For more information about the college, please visit www.southcentral.edu.

1.3 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 South Central College.

School/College: South Central 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 South Central College as the successful responder(s) responsible to execute the terms of a contract.

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

1.5 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 Director of Marketing and Communications.

1.6 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.

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

1.8 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 South Central College and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.
1.9 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.

SECTION 2. VENDOR REQUIREMENTS

2.1 SCOPE OF SERVICES
South Central College Marketing and Communications Department is seeking a media buying and marketing services provider with experience in higher education student recruitment, marketing technology and data tracking, analysis and reporting. The selected agency will work in close collaboration with the SCC marketing team and our campus partners to generate high quality leads that help to meet our application and enrollment goals. To support these goals, the awarded bidder will provide the College with the following services:

2.1.1 MEDIA PLANNING & BUYING
The awarded bidder will develop and implement digital and traditional paid advertising plans to support the College’s student recruitment and brand awareness goals.

2.1.2 RESEARCH, TRACKING AND REPORTING
The awarded bidder will track all initiatives and provide timely, accurate and concise reporting on a weekly, monthly, quarterly, and annual basis. Reports will include an analysis of media performance comparing results month over month, year over year, and against researched higher education industry benchmarks. The awarded bidder will consistently optimize campaigns making adjustments to campaign budgets and parameters based on the research and data collected by the vendor and/or the College.

2.1.3 DEDICATED ACCOUNT TEAM
The awarded bidder will provide the College with a dedicated account team, bringing in other experts as needed. At a minimum, the team will provide expert level account management, project management, digital marketing, data tracking, reporting and analytics, and recruitment strategy. Team members should have substantial experience serving higher education clients and must be highly responsive and client-centered.

2.1.4 STRATEGIC ADVICE AND GUIDANCE
The awarded bidder will provide ongoing expert recommendations on new marketing trends and techniques and be able to advise the College on marketing technologies. The account team will regularly meet with SCC to provide these insights, review data analytics and identify opportunities to improve efficiency and effectiveness.
2.1.5 PRODUCTION OF CREATIVE MATERIALS AND COPY
The awarded bidder will develop and implement creatives and copy that are appropriate to the specific goals of the campaign, adhering to the College’s brand guidelines and editorial style. The awarded bidder will regularly assess creatives and work collaboratively with the College to refresh creatives as needed. This will be a non-exclusive relationship, as the College may choose to develop and produce some materials in house.

2.2 STATEMENT OF QUALIFICATIONS
Statements of Qualifications should be presented in the same order as listed below. Please respond to each item completely and clearly.

- A narrative addressing, succinctly and specifically, the firm’s experience and capabilities relevant to each of the above requirements, 2.1.1 through 2.1.5. The narrative should be formatted to exactly follow the numbered list above, and it should not exceed 20 pages. The narrative should demonstrate that the bidder has developed an understanding of South Central College’s market position, brand identity, and strategic goals.
- Separate from the narrative, two (2) case studies summarizing relevant work performed for higher education or similar clients. Names and data may be changed to protect confidentiality. Case studies should reflect the firm’s capacity. Limited to no more than 5 pages per case study.
- Separate from the narrative and the two case studies, biographies of personnel to be assigned to the account team. Specify the role that the individual will perform.
- References – Names, titles and current contact information for three persons from client organizations for which your firm has performed similar services within the last five years. Preferably two must be from higher educational institutions. Include a brief description of the services your firm provided.

SECTION 3: SELECTION AND IMPLEMENTATION TIMELINE

3.1 SELECTION PROCESS
The selection process includes SCC Director of Marketing Communications and Marketing and Communications Coordinator to evaluate the proposals and make the final decision.

3.2 TIMELINE

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<td>Monday, October 3, 2022</td>
<td>Publishes RFP notice in State Register</td>
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<tr>
<td>Monday, October 17, 2022</td>
<td>Deadline for Vendors to submit clarifying questions</td>
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<tr>
<td>Monday, October 24, 2022</td>
<td>Publish answers to RFP questions from vendors</td>
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<td>Friday, November 4, 2022 at 4 p.m.</td>
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### 3.1 CONTRACT(S) AWARDED AND PRICING STRUCTURE

The exact budget for this contract period is yet to be determined but is anticipated to be between $80,000 to $150,000. This budget includes any fees paid to the media buyer, monthly reporting, and the cost of the purchased media. The proposal must contain a detailed breakdown of the following costs:

1. Media costs
2. Agent/Management cost
3. Monthly reporting cost

The selected vendor will work with SCC’s marketing and communications department to determine the appropriate media based on budget and secure inventory.

### 3.2 CONTRACT TERM

South Central College desires to enter into a contract with the successful vendor(s) effective December 1, 2022. The length of such contract(s) shall be 1 ½ years. If South Central College and the vendor is unable to negotiate and sign a contract by December 15, 2022 then South Central College reserves the right to seek an alternative vendor(s).

### SECTION 4. RFP RESPONSES

#### 4.1 SUBMISSION

Responses must be submitted via email in Microsoft Word or Adobe PDF format. Attachment limits are 8 MB. If file sizes are too large, please create multiple smaller files and email them separately. Hyperlinks to submissions in cloud storage will not be accepted. All pages must be numbered and font size no smaller than 10-point. The email and the authorized representative of Minnesota State receipt time stamp will be used for consideration, not the senders.

Proposals received after the Proposal Deadline date and time will not be considered. Fax and mail responses will not be considered. If proposals are emailed, please indicate “RESPONSE TO RFP FOR MEDIA BUYING” within the subject line and body of the email. Proposals must be received at the email below no later than 4 p.m. Friday, November 4, 2022.

E-mail: Deborah.monacelli@southcentral.edu

#### 4.2 QUESTIONS AND ANSWER PERIOD

Questions and inquiries regarding bidding information should be sent to Deborah.monacelli@southcentral.edu. Answers will be provided via addendum to this RFP by Monday, October 17, 2022. South Central College will publish answers to the questions and will be posted with the initial RFP.
SECTION 5. EVALUATION OF PROPOSALS

5.1 EVALUATION CRITERIA
The contract to provide media buying services will be awarded to the responder(s) offering the most comprehensive, qualified and responsive proposal and the highest quality sample projects at the best value to the College. Only those proposals that meet the minimum requirements and/or conditions, and include all required attachments, will be deemed qualified. Proposals will be evaluated based on the following criteria:

a) Cost (25%)
b) Suitability of the Proposal – The proposed solution meets the present and future needs and criteria set forth in the RFP (20%)
c) Quality of media campaigns and strategic approach: Prior work demonstrates comprehensive plans targeted to diverse audiences utilizing all forms of media, online, print, radio and television (20%)
d) Strength and aesthetic quality of print and online creative, video/TV and radio samples: Prior work demonstrates well-planned, articulate approach to media and tells engaging, compelling stories that expresses clients’ key messages and conveys the relevance of subjects/events/programs to clients’ strategic goals and branding. (20%)
e) Bidder experience: Candidate has successfully completed similar assignments, has the qualifications necessary to undertake assignments for South Central College and has demonstrated a commitment to providing high-quality product as well as high-level of customer service. (10%)
f) Depth and Breadth of Staff: The candidate firm has appropriate staff to provide product in the time frames needed. (5%)

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.

5.2 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 South Central 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. South Central College also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal for contract negotiation other than the one with the lowest cost;
- Negotiate any aspect of the proposal with any vendor;
- Terminate negotiations and select the next most responsive vendor for contract negotiations;
- Terminate negotiations and prepare and release a new RFP;
- Terminate negotiations and take such action as deemed appropriate.
5.3 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 South Central College and the successful vendor(s).

5.4 CONTRACT TERMINATION
South Central College and/or 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.

SECTION 6. GENERAL CONTRACT REQUIREMENTS

6.1 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.

6.2 PROBLEM RESOLUTION PROCESS
A formal problem resolution process will be established in the contract to address issues raised by either South Central College or the vendor.

6.3 AFFIDAVIT OF NON-COLLUSION
All responding vendors are required to complete the Affidavit of Non-Collusion form and submit it with the response.

6.4 HUMAN RIGHTS REQUIREMENTS
For all contracts estimated to be in excess of $100,000 all responding vendors are required to complete the Human Rights Workforce 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
1.22 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.

6.5 PREFERENCE TO TARGETED GROUP AND ECONOMICALLY DISADVANTAGED BUSINESS/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.

6.6 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.

6.7 INSURANCE REQUIREMENTS

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the South Central 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
     - South Central 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. South Central 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 South Central College and copies of policies must be submitted to South Central College’s authorized representative upon written request.

6.8 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.
6.9  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.

6.10  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.

6.11  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.

6.12 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 South Central 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 and South Central 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.

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