

# **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

## **Anoka Technical College**

### **REQUEST FOR PROPOSAL (RFP) FOR APPLICATION SERVICES & DESKTOP HOSTING**

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

**REQUEST FOR PROPOSAL (RFP)  
FOR  
APPLICATION SERVICES & DESKTOP HOSTING  
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## **Section I. General Information**

### **Background**

Minnesota State Colleges and Universities is the seventh-largest system of higher education in the United States. It is comprised of 37 two-year and four-year state colleges and universities with 53 campuses located in 46 Minnesota communities. The System serves approximately 350,000 students annually in credit-based courses and an additional 130,000 students in non-credit courses, and produces 32,000 graduates each year. For more information about Minnesota State Colleges and Universities, please view its website at [www.mnscu.edu](http://www.mnscu.edu).

Anoka Technical College (ATC) began operations in September of 1967. On July 1, 1995 the College became a member of the Minnesota State College and Universities (MnSCU) system. ATC offers AAS degrees, diplomas, and certificates in a wide variety of program offerings. Additional information can be found at the college's web page: <http://www.anokatech.edu/>

### **Nature of RFP**

Anoka Technical College is requesting proposals to assist in developing application services via desktop hosting. This RFP is undertaken by Anoka Technical College pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

Anoka Technical College will be looking for a fully outsourced application and desktop hosting solution for approximately 250 college employees. The desktop must be a windows (or windows compatible) solution that supports standard windows applications. The applications that will be supported are standard third party applications that run in a typical office environment. These include basic office applications for word processing, spreadsheets, messaging, and customer relationship data.

Anoka Technical College will also be changing their current Novell GroupWise messaging system to Microsoft Exchange. Therefore, as part of the response the vendor will provide project requirements for migrating the messaging system users and data. At a high level this will include all services and associated software or hardware that would be need to support a successful migration. Email hosting and migration needs to be outlined as an option that can be selected with or without any other hosting options.

Finally, Anoka Technical College would like the ability to have a Microsoft SharePoint environment available as a hosting option. The awarded vendor will provide costs for Microsoft SharePoint Services and Server. The vendor will also provide a rate structure for services to assist the college management with customization of this environment. There is an interest in the overall ability for SharePoint, Microsoft Office Suite, and Exchange to function in a unified messaging environment that is capable of adding voice messaging later.

Further details of the environment will be provided throughout this RFP.

## General Selection Criteria

The general section criteria will be based largely on the response of the vendor to meet specific selection criteria as documented in Section III “Response Evaluation”. At a high level this is as follows:

- Understanding of proposal objectives
- Work plan
- Cost
- Qualifications of the vendor and its personnel
- Completeness, thoroughness and detail of response
- Consistency of the proposed solutions to Anoka Technical College’s present and future needs
- Cost in relation to level of service

Because the results of this RFP will transition critical business components to an application hosting environment Anoka Technical College will also be looking for strong representation in the following area:

- Local data center (must be located within the state of Minnesota). Preferential consideration will be given for data center at least 40 miles from Anoka Technical College location for disaster planning.
- Help desk and data center engineers are staffed by vendor’s employees. This includes level I and II.
- Dedicated / Redundancy to the data center and internet
- In the event of a disaster / breach, Respondent shall notify ATC via written e-mail immediately upon being made aware of the disaster / breach.
- Dedicated servers for front-end (terminal services), back-end, and related applications (Exchange), e.g., no customer shared server environments.
- Ability, cost, and associated proven record migrating business messaging systems from Novell GroupWise to Microsoft Exchange.

## Selection Process

A selection team will be formed to review the proposals and make a final project recommendation to David Jeffrey, V.P. of Economic Development and CIO for Anoka Technical College.

## Selection and Implementation Timeline

|                                       |                                             |
|---------------------------------------|---------------------------------------------|
| Monday, June 9, 2008                  | Publish RFP notice in <i>State Register</i> |
| Monday, June 16, 2008, 2:00p.m. CST   | Deadline for Questions                      |
| Wednesday, June 18, 2008              | Posted Response to Questions                |
| Wednesday, July 2, 2008, 2:00p.m. CST | Deadline for RFP submissions                |
| Thursday, July 10, 2008               | Complete selection process                  |
| Friday, July 25, 2008                 | Deadline for executing contract             |

## Contract(s) Awarded and Pricing Structure

The specifics on how the vendor responses will be measured are provided throughout this RFP. However, at a high level they are as follows:

- Application Services & Desktop Hosting – The awarded vendor will provide specifics on why

they are the best choice as outlined in these documents. They are also providing specific pricing data as it relates to the implementation and on-going support of this solution.

- Messaging Migration – The awarded vendor will provide all details necessary to demonstrate successful migration from Novell GroupWise to Microsoft Exchange. This will include associated software, hardware, and services to complete the migration.
- Microsoft SharePoint Services – The awarded vendor will provide fees associated with hosting a Microsoft SharePoint Services (and Server) environment. The vendor will also provide a services rate table for assistance with customization.

### **Contract Term**

Anoka Technical College desires to enter into a contract with the successful vendor(s) effective Friday, July 25, 2008. The length of such contract(s) shall be 3 years. If Anoka Technical College and the vendor are unable to negotiate and sign a contract by Friday, August 1, 2008 then Anoka 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 Anoka 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) after 12 months, upon 90 days written notice, with or without cause. The vendor(s) may cancel the contract(s) upon 181 days written notice, with or without cause.

### **Definitions**

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

- MnSCU: State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Anoka Technical College.
- School: Anoka Technical College or ATC.
- Office of the Chancellor: The central system office of Minnesota State Colleges and Universities located at Wells Fargo Place, 30 7<sup>th</sup> Street East, Suite 350, St. Paul, Minnesota.
- Vendor: The firm selected by Anoka Technical College as the successful responder(s) responsible to execute the terms of a contract.
- Services: Shall mean those application management and hosted services provided by the Vendor in accordance with the Service Level Agreement as more fully defined throughout this document.
- Service Level Agreement (SLA): Is a contract that exists between customers and their service provider. It records the common understanding about services, priorities, responsibilities,

guarantee, and such — collectively, the level of service. For example, it may specify the levels of availability, serviceability, performance, operation, or other attributes of the service like billing and even penalties in the case of violation of the SLA.

### **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 ATC representative:

|                 |                                                                      |
|-----------------|----------------------------------------------------------------------|
| Name:           | Pamela Mogensen                                                      |
| Title:          | Purchasing Agent                                                     |
| Address:        | 1355 West Hwy 10, Anoka MN 55303                                     |
| Telephone:      | (763) 576-4785                                                       |
| Fax:            | (763) 576-4715                                                       |
| E-mail address: | <a href="mailto:pmogensen@anokatech.edu">pmogensen@anokatech.edu</a> |

### **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 Anoka 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 (MnSCU) system, its Board of Trustees or Anoka 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. Anoka 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. Detailed Response Information**

### **Business Need**

Anoka Technical College will be implementing the Application Services & Desktop Hosting solution to provide enhanced services to its employees, while allowing them to provide better services to their student community. The “better services” come in the form of business continuity, higher standard of application use / support, and further the ability to provide remote access.

The major effort of this enhancement is around the Application Services & Desktop Hosting environment. Which will reduce the overall financial and personnel investment to ATC by providing a reduction in:

- Hardware and software costs,
- Efficiencies on management of the environment,
- and the opportunity for ATC staff to provide further services that benefit the ATC community.

Furthermore, ATC will be making a migration from Novell GroupWise (version 6.5.4) to Microsoft Exchange. The purpose of this is to align with current application use and further take advantage of applications as this environment evolves. ATC will also be implementing Microsoft SharePoint as part of this investment. There are a number of options this tool can provide and ATC will look to its community or users and the awarded vendor for ideas on how this will best serve their needs.

### **Response Requirements**

The intention of this section is to provide each responded with a clear outline of the expected RFP response.

1. Introduction
2. Company overview
  - a. Company history, growth
  - b. Current financial data if publicly available
3. Project overview
  - a. Application Services & Desktop Hosting
  - b. Messaging Migration
  - c. SharePoint Environment
4. Detailed response to “business need” and “project deliverables”
  - a. Description of an understanding of the project(s)
  - b. Detail the steps necessary to complete each deliverable
  - c. Detail how much time will be spent on each deliverable
  - d. Detail of the estimated cost it will take to complete each deliverable
  - e. Include description of any additional items that may be required to complete deliverables
5. References, provide three client references for similar type work
6. The designated vendor will meet the following minimum qualifications:
  - a. Dedicated solution to the Customer.
  - b. Backend, exchange, terminal services cannot be shared.
  - c. Help desk / data center must be owned by the hosting provider.
  - d. First call for help is provided via local employees of the host provider with the capability to dispatch on-site support.
7. The designated vendors project team for this project will meet the following minimum qualifications:
  - a. Have at least one MCSE certification or equivalent;

- b. At least one member with a minimum of 10 years of experience.
- c. Experience installing and working with Microsoft Server 2003, Exchange, Novell GroupWise, Quest (or equivalent) migration tools.
- 8. Conflict of interest statement as it relates to this project.
- 9. Required forms to be returned or additional provisions that must be included in proposal.
- 10. Affidavit of non-collusion.
- 11. <http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
- 12. Location of Service Disclosure.
- 13. <http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>

## **Project Deliverables**

As part of the response requirements the vendor is expected to provide details for each of the three deliverables. The three projects are:

- Application Services & Desktop Hosting
- Messaging Migration
- SharePoint Environment

The details will include:

- Project milestones
- Duration in hours for each task identified
- Associated cost for any related hardware, software, or services
- Expectations of ATC
- Standard rate for services

## **Project Milestones and Schedule**

The awarded vendor will meet or exceed the following project milestones and schedule.

- |                                               |                             |
|-----------------------------------------------|-----------------------------|
| • Complete selection process & award contract | July 10, thru July 25, 2008 |
| • Kickoff Meeting                             | July 29, 2008               |
| • Implementation Plan                         | August 1, 2008              |
| • Due Diligence                               | August 8, 2008              |
| ▪ Software documentation and media gathering  |                             |
| ▪ LAN/WAN Documentation                       |                             |
| ▪ Telecom ordering                            |                             |
| ▪ Recommendations for upgrades                |                             |
| ▪ Datacenter provisioning                     |                             |
| ▪ Test Migration                              |                             |
| • Complete messaging migration                | September 8, 2008           |
| • SharePoint environment live                 | September 8, 2008           |
| • Go Live                                     | September 8, 2008           |
| • Ongoing Support                             | September 8, 2008           |

## **Project Environment (ATC Resources)**

- Staff descriptions
  - Anoka Technical College will have one resource assigned to work closely with the vendor awarded.

- The Technical Project Manager will be Pat LeHew, reporting to Randy Bayerl, Data Services Manager Project Owner.
- Current support structure
  - ATC has a main office located at 1355 West Hwy 10, Anoka MN 55303.
- The primary ATC desktop is:
  - Windows XP Professional, SP2
  - Microsoft Internet Explorer, version 7
  - Symantec version 10
- The primary ATC software packages are:
  - Microsoft Office 2007
  - GroupWise version 6.5
  - Sage Software ACT!, version 8, anticipated to be upgraded to version 10 in this project.
  - Email forwarding host: Notify Technology
- Additional software packages include:
  - Adobe Reader

### **Anoka Technical College Requirements**

#### **Data and Other Media:**

- School is responsible for the procurement, delivery and condition of all Microsoft and 3rd party operating system, database, server, i.e., Exchange, MS CRM and Microsoft and 3rd party application software along with its related data and media.
- Compliance with software vendor license terms.

#### **Authorized Users of Services:**

- Identify employees with access to the Services.

#### **Telecommunication Services:**

- Make provisions for a dedicated connection and pay all applicable telecommunication charges and all applicable local telephone company charges (“Communication Access Charges”) for access to the Services.

### **Expected Vendor Application Users**

Vendor shall use the following table to propose the monthly recurring cost (MRC). These costs might include software licensing fees and other additional vendor charges. Please list each type of change separately. Anoka Technical reserves the right to purchase the software licenses directly and provide evidence of application and/or Client Access License to the hosting vendor and avoid the monthly software application licensing fee/change if applicable. Anoka Technical College qualifies for Microsoft Higher Educational Software license discounts.

| Quantity | Title     | Description                                                                                                                                                                                 | MRC | Ext. Fee. |
|----------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|
| 225      | Base User | Vendor provided spam filtering, virus protection, IE v7.0, Microsoft Windows XP Professional Windows environment, SharePoint Services (One named users may access resources from any number |     |           |

|     |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
|-----|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|     |                                               | of in-office terminal or remote desktops (home, hotel, etc) at no additional change.)                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
| 225 | MS Office Pro 2007                            | ATC supplied licenses and media                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| 225 | MS Exchange 2007                              | ATC supplied licenses and media delivered via Windows Outlook 2007 Client                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| 25  | <i>Email forwarding to PDA or Cell Phones</i> | ATC supplied licenses and media                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| 15  | <i>Sage ACT! Ver. 10</i>                      | ATC supplied licenses and media. Outline cost of for data space over 1 GB for shared server instance used by the 15 users.                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
| 225 | Microsoft SharePoint Services                 | Access to Microsoft SharePoint Services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
| 225 | Microsoft SharePoint Server                   | Access to Microsoft SharePoint Server, with 500 GB total site data space and restore backup services via same day helpdesk request.<br><br>Outline separately incremental cost over and above this 500 GB amount.                                                                                                                                                                                                                                                                                               |  |  |
| 225 | User data online storage space.               | Data store with 5 GB of storage per user (may be aggregated at the company level) and restore backup services via same day helpdesk request.<br><br>Outline separately incremental cost over and above this 1,125 GB aggregate amount.                                                                                                                                                                                                                                                                          |  |  |
| 225 | User email online storage space.              | Exchange mailbox with 100 MB of storage per user (may be aggregated at the company level) and restore backup services via same day helpdesk request.<br><br>Outline separately incremental cost over and above this 22.5 GB amount.                                                                                                                                                                                                                                                                             |  |  |
|     | Help Desk Services (If not bundled)           | Help Desk Services (Indicated if 800 phone number contact point is an extra or bundled) Describe service offering, see “Support Services” listed later in this document:<br><ul style="list-style-type: none"> <li>a) Service Hours: e.g. 7:00 AM to 6:00 PM – CST</li> <li>b) Off-Hours on-call services per call charge of \$X.XX (by call and/or by time).</li> <li>c) Processing specifics: e.g. Service will provide liver call contact capable of resolving or redirecting when necessary user</li> </ul> |  |  |

|                  |  |                                                                                                                                                                                                                                                                                                                            |  |  |
|------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                  |  | hosting issues. Voice mail backup service will be available for problem with hosted environment.<br>d) Local user's issues will be redirected to Anoka Technical Services IT via email or phone call and access to vendor ticking system as agreed to review, resolve and close issues.<br>e) Other value adding services. |  |  |
| <b>Total MRC</b> |  |                                                                                                                                                                                                                                                                                                                            |  |  |

Vendor will provide any associated cost related to implementing user counts beyond those listed in the table above.

### Nonrecurring Implementation Fees

Vendor shall use the following table to propose the nonrecurring implementation and data migration fees.

| Sample Implementation Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Fees |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Define: <ul style="list-style-type: none"> <li>• Telecom provider Information – ISP Specifics</li> <li>• DNS Service</li> <li>• Bandwidth</li> <li>• Application inventory/physical media</li> <li>• User Structure/security architecture</li> <li>• File-Sharing structure/share architecture</li> <li>• User Structure</li> <li>• User groups – logical access to resources</li> <li>• File shares specific to user groups</li> <li>• Security and creating new shares</li> </ul> |      |
| Configure: <ul style="list-style-type: none"> <li>• Telecom Equipment/Configuration</li> <li>• End-user hardware/software configuration</li> <li>• Security/passwords Policy</li> <li>• RDP/TSAC configuration</li> </ul>                                                                                                                                                                                                                                                           |      |
| Build <ul style="list-style-type: none"> <li>• Scheduling</li> <li>• Server Build/Rebuild               <ul style="list-style-type: none"> <li>○ Exchange</li> <li>○ SharePoint</li> <li>○ ACT!</li> </ul> </li> <li>• Build concerns, downtime</li> <li>• GroupWise to Exchange Migration</li> <li>• Migration of ACT! to 10.0 on new server.</li> <li>• Data Migration</li> </ul>                                                                                                 |      |
| Test                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |

|                                                                                                                                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none"> <li>• Test Systems</li> <li>• Test Data</li> </ul>                                                          |  |
| Train <ul style="list-style-type: none"> <li>• Training on-site power users</li> <li>• User Orientation</li> </ul>                             |  |
| Cutover <ul style="list-style-type: none"> <li>• Go-Live</li> <li>• Debrief</li> </ul>                                                         |  |
| Support <ul style="list-style-type: none"> <li>• Ongoing Support</li> <li>• Off hours, on-call, or other non-standard support costs</li> </ul> |  |
| <b>Total Nonrecurring Fee</b>                                                                                                                  |  |

### Required Skills (Hourly Rate)

The vendor will provide a breakdown of their published hourly rates and associated chargers.

| Staff Title | Standard Rate | Other Rate |
|-------------|---------------|------------|
|             |               |            |
|             |               |            |
|             |               |            |
|             |               |            |
|             |               |            |
|             |               |            |

### Required Skills (Vendor)

- The vendor will designate one person who has at least 10 years experience as the primary architect for this project. This person will obtain a complete understanding of the technology infrastructure and coordinate all recommendations made for implementing the deliverables.
- The vendor will provide updated documentation.
- The vendor will keep all ATC documents in an encrypted drive (PGP, GPG, TrueCrypt or PointSec).
- The vendor will be responsible for completing all deliverables within the agreed-upon time and cost
- The vendor will transfer knowledge sufficient to allow the network administrator to properly administer the environment.
- The vendor will develop a work-plan for completing the deliverables. The vendor will review the work plan with the ATC project manager and network administrator before beginning work on the deliverables.

### Required Services (Vendor)

Vendor shall provide Services as they are minimally described below. The list of Services below should not be considered a comprehensive list of activity required to remotely host, manage, and secure the ATC's software and data. The list is intended to serve as a guide to the Vendor in preparing an accurate quote when responding to this RFP. Final terms, Services, and service levels are subject to change and will be made part of the Contract between ATC and Vendor. Vendor should pay careful attention to the Services while calculating the ATC's MRC and Implementation Fees.

#### **Care of ATC Materials and Data:**

Vendor will exercise commercially reasonable care over Anoka Technical Colleges' materials and data stored in Vendor's data center or on Vendor's computer(s). Vendor shall provide:

- A complete back-up of School's data on a daily basis after 2:00 a.m. CST/CDT ("Nightly Back-up"). The Nightly Back-up will be stored in a secure, off-site facility. Nightly Back-ups shall be stored for thirty-two (32) days on a rotating basis.
- A complete back-up of School's data on a monthly basis at the close of each calendar month after 2:00 a.m. CST/CDT ("Monthly Back-up"). Monthly Back-ups will be stored in a secure off-site facility. Monthly Back-ups shall be stored for thirteen (13) months on a rotating basis.
- A complete back-up of School's data on an annual basis at the close of each calendar year after 2:00 a.m. CST/CDT ("Annual Back-up"). Annual Back-ups will be stored in a secure off-site facility. Annual Back-ups shall be stored for eight (8) years on a rotating basis.
- Access to historical data (on appropriate media) periodically as requested by School.
- Will comply as outlined later in this contract with the Minnesota Government Data Practices Act.

#### **Updates and Enhancements:**

- Periodically it is necessary to make modifications to Microsoft application software as provided by the School. When the Vendor chooses to implement a version update, Vendor shall provide School written notification via e-mail of all version update changes and enhancements to the services, documentation stating any processing or use impact of the new version update and shall provide School with a period not less than fifteen (15) days between said e-mail notification and the installation and live production use of the new version update in the services. All version update installations shall be performed by Vendor during a published "maintenance window" to minimize any processing impact on School. There are no additional charges to School for a Version Update.
- Periodically create and apply software corrections to the Services where the corrections do not introduce any new feature, functionality, or capability of the Services ("Service Pack Update"). When Vendor chooses to implement a Service Pack Update, Vendor shall provide School written notification via e-mail of its intent to install a Service Pack Update generally not less than five (5) days prior to the installation and live production use of the Service Pack Update in the Services. However, only in the event should the severity of the software problem dictate a more immediate installation of the Service Pack Update to ensure the reliability of the Services, the five (5) day notice may be disregarded so long as prior written e-mail notification is provided to School stating the date of the Service Pack Update installation. All Service Pack Update installations shall be performed by Vendor so as to minimize any processing impact on School. There are no additional charges to School for a Service Pack Update.

- Periodically upgrade the operating system and database software (“Operating System Update”) used within the Services and accessed by School. All Operating System Update installations shall be performed by Vendor so as to minimize any processing impact on School. There are no additional charges to School for an Operating System Update.
- Periodically make changes and enhancements to third-party applications: The current version number of a conventional third-party application is generally found either on the introductory “splash screen” seen at launch, or in the “about” screen or “help” screen within the software. The version number will be shown as five fields separated by "." and "-" characters, for example: Version: 2.1.0.392 - Jul 22 2005.
  - The first field, "2" in this example, is the major version number.
  - The second field, "1" in the example, is the minor version number.
  - The third field, "0" in this example, is the release number.
  - The fourth field, "392" in the example, is the build number.
  - The last field, "Jul 22 2005", is the date of the build.
- Major version updates shall be performed by the Vendor and School may reasonably expect to be invoiced a service fee for such service. If so, Vendor shall provide School a written estimate via e-mail of charges not less than fifteen (15) days between said e-mail notification and the installation and live production use of the major version update.
- Minor version updates along with releases and build updates are performed according to a mutually agreed upon schedule. There are no additional charges to School for an Operating System Update.

#### **Training:**

- Training (not software training) to School’s IT personnel so as to provide support to the end-user.

#### **Support Services:**

- Maintain support staff available for the purposes of assisting School with issues arising out of the use of the Services. This support staff shall be available to School via phone line from 7:00 a.m. – 6:00 p.m. CST/CDT Monday – Friday except on Holidays.
- Provide normal maintenance for such day-to-day events as adding/editing/deleting users, answering helpdesk problems, requests, and questions, and other typical assistance.
- Reasonable telephone access during the support hours defined above to technical staff for consultation in the use of the services and commercially reasonable efforts as the technical contact. Interest will be to support school third-party software in solving production problems that arise in connection with school’s proper and authorized use of the services or in correcting failures of the services to perform.
- Reasonable access to an after-hours support paging system, by which clients can request support in emergent, mission-critical situations within one (1) hour.
- Access to an Internet-based trouble-ticketing and issue monitoring system.
- Respondent must provide after hours emergency support services.
- Respondent will provide ATC with a local / toll-free number for support.

#### **Services Monitoring**

- Use reasonable commercial efforts to monitor the Services and to ensure continuous connectivity, availability, and operation of the Services to School. Examples of such network monitoring and tuning systems that may be used are probes, SNMP traps, agents,

thresholds, alarms, capacity tracking, and remote desktop shadowing.

### **Disaster Recovery, Service Disruption, Maintenance Outages**

- Maintain a disaster recovery plan for the Services and perform an annual test of such disaster recovery plan.
- Use all commercially reasonable best practices to restore a Service Disruption and recover any lost School data from the point of Service Disruption while maintaining School data integrity.
- Vendor shall have the right to temporarily terminate access to the Service for the purpose of performing maintenance of the Services infrastructure and equipment (“Maintenance Outage”). The Maintenance Outage will be utilized to perform maintenance items including, but not limited to, service pack installations and/or program patches or fixes for any Third Party Software or to repair, maintain, fix, upgrade or replace any third party software, or any computer or communication equipment, or data or Internet connections.
- Weekly Maintenance Outage (Tuesday, 8:00 p.m. to Wednesday, 5:00 a.m.). Application services shall be subject to Maintenance Outage each Tuesday evening, starting at 8:00 p.m. and ending on Wednesday at 5:00 a.m.
- Extended Maintenance Outage (as needed, to be scheduled by Vendor and School). When Vendor requires additional time for maintenances or installations to provide the Services, Vendor shall provide written e-mail notification to School explaining the nature and expected duration for the Extended Maintenance Outage.
- An “Emergency Maintenance Outage” is an unplanned event whereby Vendor, in its best professional judgment, believes that a virus, third party software defect or other issue which is deemed a critical problem by Vendor, or Microsoft and poses a real and critical threat to School’s data or data integrity, or reliability and stability of the Services. In the event of an Emergency Maintenance Outage, Vendor shall have the right to temporarily terminate access to the Services without notice. However, upon temporary termination of Services due to an Emergency Maintenance Outage, Vendor shall provide written e-mail notification to School explaining the nature, expected duration and planned cure for the Emergency Maintenance Outage.

### **Services Monitoring & Availability:**

- Track the cumulative time the Services are unavailable to School’s staff each calendar month in the event of a Disaster or Service Disruption which are under Vendor’s direct control (“Unavailability”). Unavailability shall begin to accumulate from the point of declaration of a Disaster or after fifteen (15) minutes of continuous lack of access to the Services in the event of a Service Disruption. Items or events beyond Vendor’s control and which are under School’s control, including, but not limited to, properly operating communications equipment used to connect to the Services, PCs, firewalls or other School equipment, which render School unable to access or use the Services are not Vendor’s responsibility and the resulting time School is unable to access or use the Services shall not be deemed Unavailability and will not be monitored or tracked by Vendor. Any planned and notified Version Update installation, Service Pack Update installation, Maintenance Outage or unplanned Emergency Maintenance Outage shall not be deemed Unavailability. “Availability” is defined as any period of time where the Services can be accessed by School’s staff.
- Vendor shall provide a minimum (“Availability Standard”) of 99.95% per calendar month (~22 minutes) as calculated by the following formula: Total number of minutes in a given calendar month less any planned Version Update Installation(s), Service Pack

Installation(s), Maintenance Outage(s) or any unplanned Emergency Maintenance Outage(s) minus the total number of minutes in a given calendar month where the Services were not available due to a Disaster, Service Disruption or other unplanned event not specifically defined herein and this result divided by the total number of minutes in a given month.

- Should the Availability as computed above fall below 99.95% for any given calendar month, and at the School's request, Vendor shall pro-rate School's monthly Services invoice for that month by the percentage of actual Availability as compared to the 99.95% Availability Standard.

### **Minimum Data Center Specifications**

Provide the following minimum equipment data center specifications to provide the Services.

- Operate high-speed, redundant connections to major regional and national Internet Exchange Points. Provide the highest reliability so that even in the event of a link failure, redundant network connections deliver internet access to users without delay.
- Provide Servers and Data Storage. A multi-tier architecture that provides redundancy and fault tolerance for Services. The architecture is physically divided into two main tiers, the front, and the back end. The front end is dedicated to ATC and provides the core Services such as, terminal services, and application processing. The highly available back end may be shared with other ASP clients and provide data storage services using redundant and Storage Area Network (RAID 50) technology. Warm standby servers and high mortality parts for each model of server are stocked.
- Use monitoring and alarm notification software to detect potential failures before they happen.
- Deploy environmental controls: Multiple uninterruptible power supplies, a dedicated power distribution unit, overhead cable feeds, a backup electrical generator that provides power for both the hosted systems and environmental controls, a datacenter grade (redundant compressor) air cooling and humidifying HVAC system dedicated to the datacenter, physical access controls with at least two different locking mechanisms, i.e., proximity cards and biometrics, dry chemical fire suppression system.

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

#### **Information Contact**

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

Name: Pamela Mogensen  
Title: Purchasing Agent  
Address: 1355 West Hwy 10, Anoka MN 55303  
Telephone: (763) 576-4785  
Fax: (763) 576-4715  
E-mail address: [pmogensen@anokatech.edu](mailto:pmogensen@anokatech.edu)

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

#### **Questions**

Any questions regarding this request for proposal should be submitted via email no later than Monday, June 16, 2008, 2:00p.m. CST to:

Name: Pamela Mogensen  
Title: Purchasing Agent  
E-mail address: [pmogensen@anokatech.edu](mailto:pmogensen@anokatech.edu)

Questions and answers will be sent to all responders by Wednesday, June 18, 2008. Questions must include the name of the questioner and his/her telephone number, fax number, and/or e-mail address. Anonymous inquiries will not be answered.

#### **Response Evaluation**

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

1. Expressed understanding of proposal objectives (10%);
2. Work plan (25%);
3. Cost (20%);
4. Qualifications of the vendor and its personnel (experience of personnel who are committed to work on the contract will be given greater weight than that of the company) (20%);
5. Completeness, thoroughness, and detail of response as reflected by the proposal's discussion and coverage of all elements of work listed above (5%);
6. Consistency of the proposed solutions to Anoka Technical College's present and future needs (10%); and
7. Cost in relation to level of service to be provided (10%).

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

Anoka 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. Anoka 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 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.

### **Problem Resolution Process**

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

### **Affidavit of Non-Collusion**

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

### **Human Rights Requirements**

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

### **Insurance Requirements**

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the Anoka Technical College's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insured's. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$1,000,000.00 per occurrence  
\$2,000,000.00 annual aggregate

In addition, the following coverage's must be included:

Products and Completed Operations Liability

Blanket Contractual Liability

Name the following as Additional Insured's:

Board of Trustees of the Minnesota State Colleges and Universities

Anoka 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:

\$1,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverage's should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insured's:

Board of Trustees of the Minnesota State Colleges and Universities

Anoka Technical College

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:

\$1,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The vendor will be required to submit certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

C. Anoka 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 Anoka Technical College and copies of policies must be submitted to Anoka 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 MnSCU and the Legislative Auditor's Office for six (6) years after the termination/expiration of the contract.

### **Minnesota Government Data Practices Act**

The vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU, its schools, and the Office of the Chancellor in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the

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

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

### **Conflict of Interest**

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

### **Organizational Conflicts of Interest**

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

### **Physical and Data Security**

The vendor is required to recognize that on the performance of the contract the vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, section 270B.02, subdivision 1, and other applicable laws.

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statutes Chapters 270B and 13 relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees, and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

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

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

The vendor agrees to indemnify and hold harmless the State of Minnesota, MnSCU and Anoka 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.

## Section IV. RFP Responses

### Submission

Sealed proposals must be received at the following address not later than 2:00 p.m. CST, Wednesday, July 2, 2008:

|                 |                                                                      |
|-----------------|----------------------------------------------------------------------|
| Name:           | Pamela Mogensen                                                      |
| Title:          | Purchasing Agent                                                     |
| Address:        | 1355 West Hwy 10, Anoka MN 55303                                     |
| Telephone:      | (763) 576-4785                                                       |
| Fax:            | (763) 576-4715                                                       |
| E-mail address: | <a href="mailto:pmogensen@anokatech.edu">pmogensen@anokatech.edu</a> |

Please note on the outside of the envelope:

**Desktop Hosting RFP – Deliver Immediately to Pamela Mogensen**

The responder shall submit five (5) copies of its RFP response and a compact disc with the RFP response in Microsoft Word format. 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.

**Exhibit A. Affidavit of Non-Collusion**

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

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

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

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

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

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

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

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

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

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

### NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For additional information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, Minnesota 55101.

### AFFIRMATIVE ACTION DATA PAGE – FOR RESPONSES IN EXCESS OF \$100,000 ONLY

If a response to this solicitation is in excess of \$100,000, complete the information below to determine whether the business or firm is subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement and to provide documentation of compliance if necessary. *It is the sole responsibility of the business or firm to provide this information and, if required, to apply for Human Rights certification prior to the due date and time of the response and to obtain Human Rights certification prior to the execution of the contract.*

**Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, 190 East 5th Street, Suite 700, St. Paul, MN 55101.**

**How to determine which boxes to complete on this form:**

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

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

Its response will be rejected unless the company:

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

-or-

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

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

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

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

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

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

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

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

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

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

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

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

**BOX D – For all companies**

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

Name of Company:\_\_\_\_\_

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

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_ Telephone number:\_\_\_\_\_

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

Minnesota Department of Human Rights, Compliance Services Unit

Mail: 190 East 5<sup>th</sup> Street, Suite 700

Metro: 651.296.5663

St. Paul, MN 55101

Toll Free: 800.657.3704

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: 651.296.9042

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

TTY: 651.296.1283

**MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NOTICE TO VENDORS**

**AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to MnSCU that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; TTY: 651.296.1283.

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

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

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

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of two (2) years.

## **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: \_\_\_\_\_