



Midwestern Higher Education Compact (MHEC) Executive Search Firm Request for Proposal

February 20, 2018
Contact: Rob Trembath

A. Purpose

The Midwestern Higher Education Compact (MHEC) is soliciting proposals from executive search firms to establish a personal services contract to assist MHEC's governing body, the Midwestern Higher Education Commission, in selecting an executive director (president). The successful firm will be awarded a personal services contract in accordance with Commission policies and will work with the MHEC 2018 Presidential Search Committee ("Search Committee") and MHEC staff in selecting the executive director.

B. Background

The Midwestern Higher Education Compact (MHEC) is an instrumentality of twelve Midwestern states (Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin). The Compact was established in 1991 through a common statute enacted into law by each of the member states. The purpose of the Compact is to advance higher education through interstate cooperation and resource sharing.

The Compact is governed by a 60 member Commission composed of five delegates from each state who are appointed in a manner provided by the laws of the appointing state, including appointments by the respective Governors, House Speakers and Senate Presidents. The Commission appoints an executive director who serves at the Commission's pleasure and who acts as secretary to the Commission. The executive director hires and supervises such other staff as needed and authorized by the Commission and manages the Commission's office, which is located in Minneapolis, Minnesota. The Commission receives its primary financial support from member state appropriations, from foundations having special interests in specific solutions, and from administrative service fees.

Collectively the 12 member states of the Compact work through the Commission to create solutions that build higher education's capacity to better serve individuals, institutions and states by leveraging the regions' expertise, experiences and ideas through four multi-state strategies:

- Convenings-bringing the states together to connect for the purpose of exchanging expertise, sharing ideas and experiences, and collaboratively pursuing efforts that further higher education;
- Research-informing institutional and state efforts in improving postsecondary policies, practices and outcomes;
- Contracts-leveraging the potential volume of the region's purchasing power, while saving higher education entities time and money by simplifying the procurement process, negating the need to go out to bid, and offering turnkey solutions with the ability to tailor the already negotiated contract to match the higher education entity's specific needs and requirements;
- Programs- ongoing collaborative activity among higher education entities in response to identified needs with the participating higher education entities

providing leadership, governance and guidance on programmatic outcomes while maintaining an ownership interest in the collaborative activity results.

The primary constituents served by the Midwestern Higher Education Compact are Midwestern students and their families, the member states of the Compact, and the approximately 1,000 public and private non-profit institutions in the member states whose combined enrollments total over 4 million students.

C. Proposal Requirements

The proposal must address the following:

1. Firms contact name, title, phone number, and e-mail address
2. A brief history of the firm, including the number of years of experience in senior level executive searches, particularly higher education. This section should also include the expertise, skills, and methodology that will enable the firm to provide the best services to the Commission.
3. A list of searches conducted for higher education executive officers in the last five years.
4. Five references along with contact information for similar type searches.
5. A list of clients that the firm will not recruit from as a result of prior agreements.
6. Estimated time frame to conduct search.
7. A list of key personnel of the firm who will be directly involved in working with the search committee. This information should provide a brief resume, including years employed by the executive search firm and specific search processes that the individual has been involved with that have resulted in successful employment within postsecondary education. PLEASE NOTE: No individual who is currently employed by the firm and is also a MHEC Commissioner or has been a MHEC Commissioner in the past, shall be directly involved in this search. The Presidential Search Firm Committee will reject any proposal that lists individuals of the firm who are or have been MHEC Commissioners. However, a firm will not be excluded from consideration should it employ a current or former MHEC Commissioner as long as that individual is not directly involved in responding to this RFP or directly involved in the resulting search.
8. A description of how the search firm will meet the following objectives with regard to the following:
 - a. Recruitment of applicants
 - b. Screening of applicants
 - c. Job description formation and advertising
 - d. Maintenance of information to be put on a secure MHEC website for viewing of applications by search committee.
 - e. Clerical support. Please note the winning bidder will be expected to handle all applications, files, etc. and make them available to the search committee and MHEC staff via a MHEC secure website.
 - f. Scheduling interviews
 - g. Search committee preparation prior to interviews

- h. All aspects of background checks, including exact type(s) and scope of background checks and name of company (ies) that will be sub-contracted to conduct background checks
 - i. All aspects of reference checks
 - j. A detailed list of any other services that will be provided by the search firm.
9. Cost of services including hourly rates, if applicable, commensurate with the detailed list of services. Costs should include a detailed list of any administrative fees, minimum fees, etc., as well as other possible expenses, including background checks and telephone, e-mail, internet, fax, copying, and postage charges. The firm will be responsible for the coordination and actual processing of payment of all candidate travel, so a fee schedule associated with this kind of reimbursement must be included.

D. General Selection Criteria

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

- Previous experience conducting chief executive officer searches in the public and not-for-profit sector, including experience in the Midwest
- Previous experience conducting chief executive officer searches in higher education
- Record of providing a diverse pool of qualified candidates for chief executive officer searches
- Proposed cost

E. Point of Contact

This Request For Proposal (RFP) is issued by the Midwestern Higher Education Commission 2018 Presidential Search Firm Committee, which is the sole point of contact for MHEC during the selection process. The person responsible for managing the RFP process is Mr. Robert Trembath, MHEC Vice President and General Counsel (612-677-2763 or robt@mhec.org) who is the sole point of contact for the Committee during the RFP process.

F. Schedule of Events

The following schedule lists deadlines related to this RFP on the selection of an executive search firm. Deadline dates are as indicated unless otherwise changed by the Presidential Search Firm Committee. In the event that the Presidential Search Firm Committee finds it necessary to change any of the dates or activities listed in this calendar, it will do so by issuing an amendment to the RFP.

Event	Target Completion Date
Posting of RFP	February 20, 2018
Deadline for Submission of Proposals	March 16, 2018
Complete Evaluation Process/Selection of Finalists	March 21, 2018

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February 20, 2018

Interview of Finalists
Contract awarded

Week of April 2, 2018
TBD

G. Selection of Finalists

Upon evaluation of the proposals, the Presidential Search Firm Committee reserves the right to select finalist vendors for additional questions and evaluation. The Presidential Search Firm Committee will select and notify the finalists by March 21, 2018. Only finalists will be invited to participate in the subsequent steps of the process. Finalists may be asked to make a presentation to the Committee in Minneapolis during the period April 2-6, 2018. Finalists may also be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

H. Contract

1. Contract Term

MHEC desires to enter into a contract with the successful respondent upon the awarding of the bid. The length of such contract shall be for the duration of the search. Ideally, MHEC is looking to fill the position by November 2018, with a likely decision sometime by late June or early July 2018, all subject to changing circumstance.

2. Contract Termination

MHEC, acting through its Executive Committee, may cancel the contract upon 30 days written notice, with or without cause. The vendor may cancel the contract upon 180 days written notice, with or without cause.

3. 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.

4. 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 the written consent of MHEC.

I. Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully in the response to the RFP. In the absence of such statement the respondent shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A respondent'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 full and final waiver of that respondent's right to raise the issue later in any action or proceeding relating to this RFP.

J. Authorized Signature

The proposal must be completed and signed in the firm’s name or corporate name of the respondent. By signing the proposal the person signing on behalf of the vendor authorizes that:

- 1) He or she is the person in the vendor’s firm responsible for the decision to offer the proposal in response to this RFP; or
- 2) He or she is not the person in the vendor’s firm responsible for the decision to offer, but has been authorized in writing to act as agent for the person responsible for such decisions.

K. Organization and Format

Respondents shall furnish information required by the solicitation in the form requested. MHEC reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed by the duly authorized representative of the respondent’s organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the proposal has been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition; (3) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (4) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (5) unless otherwise required by law, the offer cited in this proposal has not been and will not be knowingly disclosed by the respondent prior to opening directly or indirectly to any other vendor; and (6) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over MHEC.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal deadline. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked “Proposal Modification” and clearly identifying the RFP title, proposal submission deadline, time and date. Proposals may not be modified after the proposal submission deadline closing time and date. Telephone and facsimile modifications are not permitted. Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the submission deadline. Proposals may be withdrawn in person before the proposal

closing upon presentation of proper identification. Proposals may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for the receipt of proposals.

L. Physical Data and Security

The respondent agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to, all applicable privacy laws. In its performance of the contract, the respondent may become the holder of confidential and/or private information as defined by applicable laws, and agrees that it, its officers, employees and agents will be bound by these confidentiality and privacy laws and that it will establish procedures for safeguarding the information.

The respondent shall recognize MHEC's sole and exclusive right to control and use this information. The respondent 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 respondent agrees to indemnify and hold harmless MHEC from any and all liabilities and claims resulting from the unauthorized disclosure by the respondent, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The respondent must return all source data to MHEC.

M. Submission of Proposals

One (1) sealed bound original and one (1) unbounded identical copy of the response plus one (1) identical electronic copy (acceptable media CD, DVD, flash drive) of the response OR an electronic copy to robt@mhec.org under 15MB in size should be forwarded to the following address prior to the proposal deadline date of March 16, 2018:

Midwestern Higher Education Commission
105 5th Avenue South, Suite 450
Minneapolis, MN 55401
Attn: Robert Trembath, MHEC Vice President and General Counsel

Allowable formats are PDF and Microsoft Office. Spreadsheet data, if any, may be submitted in MS Excel format. Proposals should be organized and presented in a manner that addresses all of the RFP provisions and requirements.

N. Conflict of Interest

All respondents must disclose in the proposal the name of any officer, director, or agent who is an employee or has an affiliation with the Midwestern Higher Education Commission. All respondents must disclose in the proposal the name of any

Midwestern Higher Education Commission employee or Commissioner who owns, directly or indirectly, an interest in the respondent's firm.

O. Organizational Conflict

The respondent 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 otherwise be impaired, or the vendor has an unfair competitive advantage. The respondent agrees that, if after an award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MHEC that must include a description of the action which the respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, MHEC may, at its discretion, cancel the contract. In the event the respondent was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MHEC, MHEC 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 services provided by the prime contractor.

P. Equal Employment Opportunity

Respondent shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

Q. Illegal Conduct

All responses must include a statement as to whether or not the responding firm has been convicted of bribery or attempting to bribe a public official, barred from contracting with a unit of local or state government as a result of bid rigging, or been convicted of a felony.

R. Public Information

After the contract is awarded and the contract document is executed, all proposals and documents pertaining to the proposals will be open to the public. If the respondent submits information in response to this RFP that it believes to be trade secret materials as defined by the laws of the MHEC member states, the respondent must:

- 1) Clearly mark all trade secret materials in its response at the time the response is submitted;
- 2) Include a statement with its response justifying, with particularity, the trade secret designation for each item;
- 3) Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MHEC, its Commissioners, agents and employees from any judgments awarded against MHEC in favor of the party requesting the materials, and any and all costs connected with the defense.

This indemnification survives as long as the trade secret materials are in the possession of MHEC.

In the event a request is made for information which the respondent has identified as trade secret, MHEC agrees to notify respondent of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and allow the respondent an opportunity, in its discretion and its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

S. Evaluation Process

Upon review and evaluation of the proposals, the Presidential Search Firm Committee will make a recommendation to the Commission through the MHEC Executive Officers and the MHEC Executive Officers will establish an agreement with the recommended respondent. An official contract or agreement will not be negotiated until the proposal is reviewed and accepted by the MHEC Executive Officers. The Presidential Search Firm Committee reserves the right not to make any recommendation to the MHEC Executive Officers and the MHEC Executive Officers reserves the right to not enter into an agreement with a recommended respondent.

The Midwestern Higher Education Commission reserves the right to waive any informality in proposals, and, unless otherwise specified, to accept any items on the proposal. This RFP shall not obligate MHEC 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. Notwithstanding anything to the contrary in this RFP, MHEC 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 the vendor;
- 4) Terminate negotiations and select the next most responsive vendor for contract;
- 5) Terminate negotiations and prepare and release a new RFP;
- 6) Terminate negotiations and take such action as deemed appropriate.

T. Information on MHEC

For further information about the Midwestern Higher Education Compact and its programs and services you are referred to the Compact web site at:

<http://www.mhec.org>