

# CONSORTIUM OF MNPALS LIBRARIES

**Request for Proposal  
# 187927**

**WEB-SCALE DISCOVERY**



**Minnesota State University, Mankato**

**Facilities Purchasing Office**

**Request for Proposal**

**WEB-SCALE DISCOVERY**

**Return proposals to:** Donna Hensel, Coordinator  
Minnesota State University, Mankato  
Wiecking Center 358  
415 Malin Street  
Mankato, MN 56001

Current Date: **02/15/2013**

RFP Opening Date	03/14/2013
RFP Opening Time	2:00 PM
MSU RFP Number	187927

Fax: (507) 389-1092  
Email: [donna.hensel@mnsu.edu](mailto:donna.hensel@mnsu.edu)

Name of Vendor Firm: \_\_\_\_\_

Firm Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Web Address (if any): \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposals are being accepted by Minnesota State University, Mankato for Web-Scale Delivery. See specifications in the RFP following.**

Minnesota State University, Mankato shall bare none of the costs incurred by any proposer or potential proposer in their preparation of the proposal documents or any visits to campus. All such costs are the responsibility of the proposer.

**SUBMISSION**

Proposals are to be submitted in a sealed envelope, plainly marked "Proposal No. 187927 – Web-Scale Discovery" along with the Company’s name and date and time of the scheduled opening. Minnesota State University, Mankato, its employees, officers or agents shall not be responsible for any pre-opening or post-opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

**LIABILITY**

Company agrees to indemnify and save and hold the University, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company’s agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the University’s failure to fulfill its obligations pursuant to this agreement.

**ACCESSIBILITY: COMPLIANCE WITH AMERICANS  
WITH DISABILITIES ACT (ADA)**

The Company agrees that in occupying the premises as described herein, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., and any regulations promulgated pursuant to the Act. The University **IS NOT** responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

This document is available in alternative format to individuals with disabilities by calling Donna Hensel at the Office of Facilities Purchasing 507-389-5016 or 800-627-3529 (TTY).

**DISCLAIMER**

Issuance of this Request for Proposal in no way commits the University or its faculty or staff to enter into a contract for services outlined above. The University reserves the right to reject any or all Requests for Proposal submitted in response.

**MINNESOTA DATA PRACTICES ACT**

The CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the CONTRACTOR or the STATE. In the event the CONTRACTOR receives a request to release the data referred to in this Article, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

# Consortium of MnPALS Libraries

## REQUEST FOR PROPOSAL #187927 FOR WEB-SCALE DISCOVERY

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (MnSCU) system, its Board of Trustees or Minnesota State University, Mankato to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. 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 Facilities Purchasing Web Site: <http://www.mnsu.edu/fpurchas/> 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.

February, 2013

**REQUEST FOR PROPOSAL (RFP)  
FOR  
WEB-SCALE DISCOVERY**

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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 32 two-year and four-year state colleges and universities with 53 campuses located in 46 Minnesota communities. The System serves approximately 240,000 students annually in credit-based courses, 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).

The University is under the control and management of the Minnesota State Colleges and Universities (MnSCU) Board of Trustees, an agency of the State of Minnesota.

For additional information on the campus those interested are invited to review the University's Web site at: <http://www.mnsu.edu/>

PALS is a state-wide library technology service and support organization. PALS operates and supports a large Aleph implementation for a consortium of 60 libraries. These include the libraries of the Minnesota State Colleges and Universities System (MnSCU), private colleges, Minnesota government agency libraries and special libraries. In addition, PALS manages and supports several open source library applications such as VuFind and ReSearcher.

Additional information about PALS, can be found at:

<http://www.mnpals.org/>

The Consortium of MnPALS Libraries includes all the libraries currently being hosted on Aleph at PALS.

### **Nature of RFP**

Minnesota State University, Mankato acting as the fiscal agent for MnPALS, is requesting proposals to assist in developing a Web-Scale Discovery service for all the libraries of the Consortium of MnPALS Libraries. This RFP is undertaken by Minnesota State University, Mankato pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws.

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

## General Selection Criteria

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

Proposals will be scored using the following criteria:

### Functional Requirements

Content Management	15%
General Content	
Indexed Publisher and Aggregator Content	
Local Consortium Resources	
Search Interface	15%
Search Functions	
Results List Display	
Record and Digital Object Displays	
Personal Customization and Citation Export	
Help Functions	
Usability	
Accessibility	
Technology and Infrastructure	40%
Product Implementation and Management	
Technology	
Authentication	
Hosting	
APIs	
Interoperability with existing systems	
Resource Delivery	
Technical Support and Training	
Statistics and Reporting	
Cost	30%
Total	100%

## Selection Process

A committee consisting of representatives from The Consortium of MnPALS Libraries and the PALS staff will review the RFPs and score the responses. The committee includes representation from the following institutions:

Minnesota State University, Mankato  
Normandale Community College  
St Cloud State University  
South Central Community and Technical College  
College of St. Benedict / St. John's University  
Concordia College  
College of St. Scholastica  
PALS

This group will evaluate the proposals and make a recommendation the Deans, Directors and Coordinators of the MnPALS Libraries or the Executive Committee acting on its' behalf, who will make the final decision.

**Selection and Implementation Timeline**

Day/Date	Timeline Subject
Tuesday, February 19	Publish RFP
Wednesday, March 6	Deadline for Questions submitted on web site
Monday March 11	Answers posted on web site
Friday, March 15, 2:00 p.m. CT	Deadline for RFP proposal submissions
Monday March 18 – Friday March 29	Vendor Demonstrations
Monday, April 22	Complete selection process
July 1, 2013	Approximate deadline for executing contract

**Contract Term**

MnPALS desires to enter into a contract with the successful vendor(s) effective July 1, 2013. The length of such contract(s) shall be 3 YEARS with a two-year optional extension if an extension is mutually agreed to between the parties. If MnPALS and the vendor are unable to negotiate and sign a contract by July 1, 2013, then MnPALS 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 MnPALS and the successful vendor(s).

**Contract Termination**

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

School: MnPALS, located on the campus of Minnesota State University, Mankato.

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 MnPALS as the successful responder(s) responsible to execute the terms of a contract.

PALS: PALS, a program of the Minnesota State Colleges and Universities located at Memorial Library 3022, Minnesota State University, Mankato, Mankato MN56001

The Consortium of MnPALS Libraries: All libraries that have their catalog records in the shared Aleph System hosted by PALS



## **Applicable Law**

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

## **Contract Assignment**

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Vice President for Finance and Administration.

## **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.

## **Pre-award Vendors Conference**

N/A

## **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 MnPALS 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 MnPALS 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. MnPALS also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

1. reject any and all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any vendor;
4. terminate negotiations and select the next most responsive vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

## Section II. Parties to the RFP

The Consortium of MnPALS Libraries

## Section III. Vendor Requirements

### 3. FUNCTIONAL AND TECHNICAL REQUIREMENTS

#### 3.1. Content Management

##### 3.1.1. General

- 3.1.1.1. Does your product provide the harvesting and intermixing of bibliographic and digital object metadata from local sources with article level metadata from you and/or other outside sources? Describe the process.
- 3.1.1.2. Describe the process, including frequency and roles of your organization, the consortium and the individual library in maintaining, updating and re-indexing content.
- 3.1.1.3. Is your system able to generate lists of the databases available for use? Can these lists be arranged in a variety of ways – alphabetically, by subject, by resource type?
- 3.1.1.4. What is the process for configuring and activating new third party sources?
- 3.1.1.5. For remote article databases, do you present metadata as you receive it from the publisher/vendor (provider) or do you change or enhance the metadata?
- 3.1.1.6. What metadata elements do you request from the publisher/vendor (provider)?
- 3.1.1.7. What elements of metadata are enhanced and what are the typical enhancements?
- 3.1.1.8. Are any metadata elements often deleted or excluded from indexing?
- 3.1.1.9. Can data be extracted for an individual library should they decide to leave the Discovery Tool? Describe the process and costs. What data can be extracted?
- 3.1.1.10. Describe your plans to incorporate linked data with your metadata

##### 3.1.2. Indexed Publisher and Aggregator Content

- 3.1.2.1. Provide a list and count of the vendors (publishers/aggregators) that you currently have agreements with.
- 3.1.2.2. Provide access to a file that lists the journal and newspaper titles included in your central index with ISSNs, and if possible, dates of coverage and level of indexing.
- 3.1.2.3. List and describe any major publisher or aggregator agreements that you believe are especially significant for your discovery service.
  - 3.1.2.3.1. Why are they significant?
  - 3.1.2.3.2. Are these agreements indefinite or do they have expiration dates?
- 3.1.2.4. List and describe any exclusive agreements that you have with publishers or aggregators.
- 3.1.2.5. Do any agreements exist to harvest the data associated with Google Books or Hathi Trust and is material included from other open access repositories such as DOAJ?
- 3.1.2.6. List and describe any e-book publisher agreements that you have secured.
  - 3.1.2.6.1. What rights do we have regarding sharing, access, ILL, etc.?
- 3.1.2.7. What is your overall strategy for ongoing addition of content to your index? Please include specific additions with timelines.
- 3.1.2.8. How do you deal with consortia subscriptions and the varied needs of the consortium libraries?
  - 3.1.2.8.1. Is there some sort of parent-child inheritance, allowing for some shared resources along with the ability to configure individual library instances?
- 3.1.2.9. Does your product integrate federated search of content that we purchase or license that is not ingested into your index? If so, describe any limitations of the federated search function (e.g., number of sources that can be simultaneously searched, number of results returned from each source.)

##### 3.1.3. Local Consortium Resources

- 3.1.3.1. Describe how your system will merge local content with your content in a multi-library environment. Is each library allowed to configure their own local resources exclusively to their institution? What are the various permutations allowed?
  - 3.1.3.2. What data formats and metadata schemas are you able to index and include in a discovery search (MARC, EAD, MODS, METS, TEI, Dublin Core, etc.)?
  - 3.1.3.3. Describe how your product interacts with various repository products? Provide examples as available.
  - 3.1.3.4. How does your system deal with licensed resources with limits on the number of simultaneous users? Describe how your system adapts for varying license limits for individual institutions.
  - 3.1.3.5. How might locally-created, linked data projects be incorporated?
- 3.2. Search Functions
- 3.2.1. Search Interface
    - 3.2.1.1. Describe in detail the interface and the capabilities of your system to provide various options for searching, navigation and local customization. In addition, provide the following specific information:
      - 3.2.1.1.1. Ability for library patron to limit initial search and by what criteria
      - 3.2.1.1.2. Ability to provide options for both simple and advanced searching
      - 3.2.1.1.3. Types of searches available: (e.g. keyword, browse, controlled vocabularies)
      - 3.2.1.1.4. Types of controlled vocabularies available (e.g., AAT, MESH, LCSH). Describe how your system integrates and exposes controlled vocabularies to improve the discovery process
      - 3.2.1.1.5. Types of search qualifiers available: (e.g. Boolean operators, proximity operators, phrase searching, left-anchored, truncation)
      - 3.2.1.1.6. Types of search limits available by field: (e.g. author, title, descriptor; date, date range, ISBN, ISSN, publication name, language, peer reviewed, location, document type)
      - 3.2.1.1.7. How your system sets consortia defaults and how users can alter these for local customizations
      - 3.2.1.1.8. Ability to include ‘did you mean’ functionality. If so, how is this accomplished? Spelling shingles and snippets, Type-ahead functionality
      - 3.2.1.1.9. Language/character set support
      - 3.2.1.1.10. How is federated searching integrated in the search interface?
      - 3.2.1.1.11. How is search box able to be embedded in other applications, such as course management systems
      - 3.2.1.1.12. How are “canned” pre-customized searches created?
      - 3.2.1.1.13. Describe your plans to incorporate linked data in searching.
  - 3.2.2. Results List Display
    - 3.2.2.1. Describe in detail the capabilities of your system to display the results of searches. In addition, provide the following specific information:
      - 3.2.2.1.1. Options for library patrons to sort results according to selectable criteria (e.g. relevance-ranked, author, title, year, by database/source.)
      - 3.2.2.1.2. The relevance-ranking criteria
      - 3.2.2.1.3. Facet categories included and how facets function.
      - 3.2.2.1.4. Options for library patrons to group results according to selectable criteria (integrated vs. separate by database/source, format, date of publication, type of material)
      - 3.2.2.1.5. How a patron moves to the native interface (local catalog or databases, digital repositories) and returns to the Discovery Tool results
      - 3.2.2.1.6. How your system deals with single objects found in more than one collection (cross-referencing, de-duplication, FRBRization, etc.)?

- 3.2.2.1.7. How your system deals with different versions of the same object
  - 3.2.2.1.8. How your system differentiates between types of materials (books, archives, photos, finding aids, etc.) within the search results (i.e., icons, text)
  - 3.2.2.1.9. Does your system recommend related sources? If so, how is this accomplished?
  - 3.2.2.1.10. How users are made aware of the availability of full-text items
    - 3.2.2.1.10.1. How users are made aware of the location and availability (i.e., call number, circulation status) of physical items
    - 3.2.2.1.10.2. How users are made aware of the location and availability (i.e., call number, circulation status) of online items
  - 3.2.2.1.11. How your system handles enrichment services (e.g., cover images for books, CDs, DVDs, Google Books previews, reviews, tables of content)
    - 3.2.2.1.11.1. What specific enrichment services do you work with?
  - 3.2.2.1.12. What social Web features are present in your system (e.g., user tagging, ratings, reviews, etc.)?
  - 3.2.2.1.13. Describe how federated search results are integrated with the harvested content
  - 3.2.2.1.14. Describe your plans if any to include the FRBR model.
  - 3.2.2.1.15. Describe integration with OpenURL linkers; customization and placement of the OpenURL links
  - 3.2.2.1.16. How does the discovery system display licensing information from an ERM
- 3.2.3. Record and Digital Object Displays
- 3.2.3.1. Describe in detail the capabilities of your system to display records for the items retrieved through searches and the digital objects associated with the records. In addition, provide the following specific information:
    - 3.2.3.1.1. Types of display formats supported
    - 3.2.3.1.2. Indications of availability and "how to get" the digital object associated with a record
    - 3.2.3.1.3. Indications of whole/part relationships of an item within search results (e.g., the relationship between a photograph and the digital collection of which it is a part; the relationship between a journal article or book chapter and the journal or book of which it is a part)
    - 3.2.3.1.4. Navigation TO an item within a digital/online collection and BACK to the search results
- 3.2.4. Personal Customization and Citation Export
- 3.2.4.1. Describe in detail how library patrons can customize or set preferences for the search, retrieve and display functions. Identify which preferences are limited to a single session and which can be saved for use in later sessions.
    - 3.2.4.1.1. Ability for end-users (patrons) to login to their own account
    - 3.2.4.1.2. Ability to set up alerts (describe email, RSS and/or other options)
    - 3.2.4.1.3. Describe how library patrons can save their search histories and search results.
    - 3.2.4.1.4. How can these search histories and search results be shared with other end users?
  - 3.2.4.2. Describe which bibliographic citation software systems your product works with.
  - 3.2.4.3. Describe citation formats provided.
- 3.2.5. Help Functions
- 3.2.5.1. Describe the help functions available to assist library patrons/end-users. In addition, provide the following specific information:
    - 3.2.5.1.1. Customized help options (chat, links to library websites, context sensitive) for each library.
- 3.2.6. Usability

- 3.2.6.1. Please describe how your system incorporates established best practices in terms of a customer-focused, usable design including modern Web interface elements expected by today's users.
- 3.2.6.2. What usability testing have you performed or do you conduct on an ongoing basis?
- 3.2.6.3. Please provide any existing third-party usability testing results.
- 3.2.7. Accessibility
  - 3.2.7.1. Describe in detail how your system addresses web accessibility issues including a statement of the current level of compliance with Section 508 and WCAG 2.0, and/or future plans to achieve compliance.
  - 3.2.7.2. What accessibility and usability testing have you performed or do you conduct on an ongoing basis?
  - 3.2.7.3. Has any of this testing involved people who use assistive technology (such as screen-reading software) to interact with the computer.
  - 3.2.7.4. Please provide any existing third-party accessibility testing results.
- 3.3. Technology and Infrastructure
  - 3.3.1. Product Implementation and Management
    - 3.3.1.1. Describe or provide an overview of how we would implement your system. In addition, provide the following specific information:
      - 3.3.1.1.1. Does your system allow for local (individual campus) setup and customization through an administrative module? If so, what features are available?
      - 3.3.1.1.2. Can multiple staff work in the administrative module simultaneously? Describe any protections in place to prevent simultaneous update of the same information.
      - 3.3.1.1.3. Do libraries have the ability to modify indexing parameters, algorithms, or facets?
      - 3.3.1.1.4. Do libraries have the ability to customize the search interface page (e.g., colors, fonts, graphics, placement of elements)?
      - 3.3.1.1.5. Does your product allow for boosting or lowering the ranking of certain content within relevancy ranked results following a search? (e.g. local print holdings, local digital collections including full-text digital objects, format types, date scope, etc.)
      - 3.3.1.1.6. What level of consortia (PALS) or local (individual campus) customization is possible with your product?
        - 3.3.1.1.6.1. In a consortia environment, would each library have its own administrator login?
        - 3.3.1.1.6.2. Are there levels of rights that can be assigned to authenticated users (administrators)?
    - 3.3.1.2. Describe or provide an overview of how we would manage your product following implementation.
    - 3.3.1.3. Describe how local content is updated and refreshed, including digital records, bibliographic and item information, as well as item availability and other status information. Describe the general update process and how often updating is supported.
      - 3.3.1.3.1. Does this updating include options for both full and incremental loads?
      - 3.3.1.3.2. How close to real time is data refreshed (from extract through indexing to display)?
  - 3.3.2. Technology/Systems
    - 3.3.2.1. Describe the general architecture and design of your system.
    - 3.3.2.2. Does your system support IPv6? On the client side, the server side, both or neither?
    - 3.3.2.3. If software is run locally, identify platform issues and options (including operating system(s) and system requirements).
    - 3.3.2.4. If hosted locally, which redundancy model(s) does the system support?

- 3.3.2.5. If hosted locally, does your system support being run behind network load balancer technology?
- 3.3.2.6. Describe your system's methods for harvesting data from existing databases and other resources and how that harvesting can be scheduled and prioritized.
- 3.3.2.7. Are there scalability or performance considerations given the size and complexity of the PALS System as outlined in the environmental narrative provided in this document?
- 3.3.2.8. If your system is hosted remotely, please describe the general process for testing and managing upgrades and enhancements, i.e. how is access maintained during upgrades and what type of testing environment is available.
- 3.3.2.9. Describe the link resolvers that your system is compatible with.
  - 3.3.2.9.1. Do they use OpenURL 0.1 and/or OpenURL 1.0 standards?
  - 3.3.2.9.2. Can each library choose the link resolver product they wish to use?
- 3.3.2.10. List all web browsers supported including version and operating system. Are there specific browsers which are not supported?
- 3.3.2.11. List all mobile devices supported including versions, operating systems, and customized interfaces. Describe how the product will stay current on mobile platforms.
- 3.3.2.12. Describe any compatibility issues that your system may have with any systems currently in use in PALS System libraries as described in the environmental narrative.
- 3.3.2.13. Describe how data can be exported from your system (i.e., personal customization data) if the PALS System stops using your tool.
- 3.3.3. Authentication
  - 3.3.3.1. PALS campuses currently have a wide variety of local authentication options.
    - 3.3.3.1.1. Describe how your system accommodates/integrates separate entities with separate authentication/authorization systems which may use different methods (ex. LDAP vs. SAML).
    - 3.3.3.1.2. Describe any disadvantages of not using a common authentication/authorization method with your system.
  - 3.3.3.2. Describe the security employed for any stored passwords.
  - 3.3.3.3. What internal logs are available for security monitoring purposes?
  - 3.3.3.4. Are login credentials maintained/stored over various systems; does the user have to keep logging on over again each time they place hold, ILL or other functions
  - 3.3.3.5. What levels of searching/retrieving can be done without logging in outside of recognized IP ranges
    - 3.3.3.5.1. What other functionality is available to users on a guest level? How does this affect institutional licenses for citation only databases?
  - 3.3.3.6. Describe compatibility with EZproxy and/or other proxy servers.
- 3.3.4. Hosting
  - 3.3.4.1. What are the local vs. remote hosting possibilities?
  - 3.3.4.2. If remote ("cloud") hosting is available, please describe the service in general, including issues such as performance, disaster recovery, redundancy and security.
  - 3.3.4.3. If remote hosting is available, is the remote facility fully-owned and operated by the vendor, or is it outsourced to another vendor? If so, please specify the vendor and details of the relationship.
  - 3.3.4.4. What are, if any, the limitations in remote hosting, in terms of individual library configuration, etc.? Are there optional levels of access/customization available? If so, please specify.
  - 3.3.4.5. What would be the process and the approximate timeframe to re-host the application, if the option is available? An example would be to move from remote to local hosting.
- 3.3.5. APIs

- 3.3.5.1. Access to established and documented APIs must be available for our evaluation upon request.
- 3.3.5.2. What APIs do you have available and to what do they provide access? We are particularly interested in:
  - 3.3.5.2.1. Results displays
  - 3.3.5.2.2. Search functions
  - 3.3.5.2.3. Delivery features such as the renewal or request of items.
  - 3.3.5.2.4. How does the vendor's API work with VuFind?
  - 3.3.5.2.5. Please provide any examples of institutions that are currently employing your APIs, especially with the VuFind product
- 3.3.5.3. Is your system able to integrate with other vendor APIs? For example, how might your product integrate Aleph APIs that cover patron actions such as renew item, check fines, and request delivery, without directing the user to the Aleph OPAC?
- 3.3.5.4. How do your APIs work with next generation ILS products such as: ALMA, Kuali OLE, Sierra, Intota, etc.?
- 3.3.5.5. How does your discovery system integrate with both your ERM product and third party ERM products?
- 3.3.6. Resource Delivery
  - 3.3.6.1. How would your system integrate into our current environment to address the request and delivery of physical objects (books, etc.) across the consortium and outside of the consortium? Is there an ability to initiate a borrowing request for non-digital materials directly from the search results display?
  - 3.3.6.2. How would your product integrate with Aleph to place ILL requests?
- 3.3.7. Technical Support and Training
  - 3.3.7.1. Describe the on-going support available to staff, including hot line or toll free numbers, service portals, day and time availability (CST), and any restrictions. Identify the amount of staffing and the funds as a percent of revenue that are devoted to customer support. List any web sites used for support purposes.
    - 3.3.7.1.1. Who is authorized to contact the vendor support? PALS consortium office, individual library staff? Describe the relationship between the individual libraries, the PALS system office and the vendor's support services?
  - 3.3.7.2. Where are your support services located?
  - 3.3.7.3. Describe how information releases, (e.g. technical updates or informational releases for users) are distributed or made available to clients.
  - 3.3.7.4. Describe the user and technical documentation that is available for the System. Include information on documentation that provides:
    - 3.3.7.4.1. An overview of the system
    - 3.3.7.4.2. Installation/configuration information
    - 3.3.7.4.3. System and database administration
    - 3.3.7.4.4. Technical information on jobs or modules executed
    - 3.3.7.4.5. Data element documentation
    - 3.3.7.4.6. Description of tables and views and the relationship of database entities
    - 3.3.7.4.7. Context sensitive help
  - 3.3.7.5. Describe any sponsored participatory forums (wikis, etc.) where customers can share issues and solutions.
    - 3.3.7.5.1. Describe the process used by customers to request changes or enhancements to the Discovery product.
  - 3.3.7.6. Please describe the initial and ongoing training opportunities for learning to use the resource discovery tool.
    - 3.3.7.6.1. Is the training available online, in-person, or on-site?

- 3.3.7.6.2. Is training available when there are upgrades and major enhancements to software?
- 3.3.7.6.3. How often does the vendor update training materials?
- 3.3.8. Statistics and Reporting
  - 3.3.8.1. Describe how usage statistics are generated and accessed.
  - 3.3.8.2. What reporting functions does your system include?
    - 3.3.8.2.1. What data elements are available for reporting?
    - 3.3.8.2.2. Do the reports include specific search strings, databases accessed, cost per search analysis?
    - 3.3.8.2.3. Are COUNTER and SUSHI standards fully supported?
    - 3.3.8.2.4. What other standards are supported for reporting?
  - 3.3.8.3. Can libraries create statistical reports in addition to vendor supplied reports?
  - 3.3.8.4. Can the generated reports be limited to individual libraries?
  - 3.3.8.5. Can third-party reporting tools be used using ODBC or other means?
  - 3.3.8.6. Can reports be run at will? Can the reports be scheduled to run on a regular basis?
  - 3.3.8.7. How can use statistics be integrated into various ERM products?

**Information Contact**

Questions regarding this RFP need to be submitted in writing, and submitted through the Purchasing web site (<http://www.mnsu.edu/fpurchas/>) under submit questions. The questions are linked to the contact person below.

Name: Stephen F. Elfstrand  
 Title: PALS Executive Director  
 Address: Memorial Library 3022  
 Minnesota State University, Mankato  
 Mankato MN 56001

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and MnPALS shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number, fax number and/or e-mail address. Anonymous inquiries will not be answered.

**Section IV. Response Evaluation**

The following criteria and their identified weight will be used by the Consortium of MnPALS Libraries to evaluate the responses:



<b>Functional Requirements</b>	<b>Evaluation Points</b>
Content Management General Content Indexed Publisher and Aggregator Content Local Consortium Resources	150
Search Interface Search Functions Results List Display Record and Digital Object Displays Personal Customization and Citation Export Help Functions Usability Accessibility	150
Technology and Infrastructure Product Implementation and Management Technology Authentication Hosting APIs Interoperability with existing systems Resource Delivery Technical Support and Training Statistics and Reporting	400
Cost	300
<b>TOTAL</b>	<b>1,000</b>

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

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

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

**Section V. Additional RFP Response and General Contract Requirements**  
**Problem Resolution Process**

A formal problem resolution process will be established in the contract to address issues raised by either MnPALS 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 §363.A36. Failure to comply shall be grounds for rejection.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

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

### **Insurance Requirements**

A. The selected vendor will be required to submit an ACCORD Certificate of Insurance to the MnPALS'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. 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:

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

In addition, the following coverage must be included:

Products and Completed Operations Liability  
Blanket Contractual Liability

Name the following as Additional Insured:

Board of Trustees of the Minnesota State Colleges and Universities  
Minnesota State University, Mankato

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverage should be included:

Owned, Hired, and Non-owned  
Name the following as Additional Insured:  
Board of Trustees of the Minnesota State Colleges and Universities  
Minnesota State University, Mankato

4. Errors and Omissions (E & O) Insurance. The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract. The minimum insurance amounts will be:

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

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

C. MnPALS 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 MnPALS and copies of policies must be submitted to MnPALS'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 MnPALS.

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 MnPALS 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 VI. RFP Responses Submission**

Sealed proposals must be received at the following address not later than 2:00 p.m. CT on Friday, March 15, 2013:

Institution: Minnesota State University, Mankato  
Name: Donna Hensel  
Title: Purchasing Coordinator  
Mailing Address: 358 Wiecking Center  
Street Address: 415 Malin Street  
Mankato, MN 56001

The responder shall submit three (3) printed copies of its RFP response with the RFP response in Microsoft Word format. Proposals are to be sealed in mailing envelopes or packages with the RFP number, 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:**

Then you must complete these boxes...	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 act on 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  
St. Paul, MN 55101

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)  
Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

Metro: 651.296.5663  
Toll Free: 800.657.3704  
Fax: 651.296.9042  
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: \_\_\_\_\_