

**REQUEST FOR INFORMATION  
FOR DIGITAL INVESTMENT RESOURCE**

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**FOR PUBLIC LIBRARIES  
IN THE TWIN CITIES METRO AREA**

**Response Deadline**

**OCTOBER 27, 2017**

**Issued by**

**METROPOLITAN LIBRARY SERVICE AGENCY  
(MELSA)**

**1619 Dayton Avenue, Suite 314  
ST. PAUL, MINNESOTA 55104  
Ken Behringer, Executive Director**

**Telephone (651) 379-2741**

**FAX (651) 649-3169**

**e-mail: [ken@melsa.org](mailto:ken@melsa.org)**

## I. GENERAL INFORMATION

### A. Purpose of this Request for Information (RFI)

It is the Metropolitan Library Service Agency is seeking information for the provision of a resource for digital investment research for the one hundred and one Twin Cities metro public libraries. This Request for Information provides the instructions for submitting product and price information, the criteria by which a vendor may be selected, and the contractual terms by which the Metropolitan Library Service Agency (MELSA) intends to manage the relationship between MELSA and the selected vendor.

Metropolitan Library Service Agency (hereinafter MELSA) seeks responses that address all of the requirements outlined in this RFI.

### B. Metropolitan Library Service Agency (MELSA)

MELSA is a multi-jurisdictional federation composed of eight (8) member library systems located throughout the Twin Cities metropolitan area. A list of MELSA member libraries, with their addresses, is provided with this RFI as Attachment A.

### C. Schedule

This RFI was issued Monday, September 25, 2017

Responses will be received in paper format until 1:00 p.m. CDT on Friday, October 27, 2017. Responses will be received at:

MELSA  
Attn: Kathleen James  
1619 Dayton Ave, Suite 314  
St Paul, MN 55104

### D. Questions about this RFI

There will be no pre-response conference. Please submit written requests for additional information or clarification of this RFI by 1:00 P.M. on October 13, 2017. Please include the name of your organization, a contact person, telephone number, fax number and e-mail with your written request for clarification to:

MELSA  
Attn.: Kathleen James  
1619 Dayton Avenue, Suite 314  
St. Paul, MN 55104  
Email: Kathleen@melsa.org  
Fax: (651) 649-3169

Responses to any questions will be compiled and sent to known vendors and posted on the MELSA website.

Submission of a signed response to this RFI is certification that your firm is not currently debarred, suspended, declared ineligible or excluded from participation in this transaction by any state or federal department or agency.

E. Response Costs.

MELSA is not responsible for any costs incurred by responders to prepare or submit a response to this RFI, participate in demonstrations or for any other cost associated with responding to the RFI.

F. Ownership of Responses.

All responses timely submitted become the property of MELSA upon submission, and the responses will not be returned. The company submitting the response agrees that MELSA may copy the response for purposes of facilitating the evaluation or to respond to requests for public data. The company, by submitting a response, consents to such copying and warrants that such copying will not violate the rights of any third party, including copyrights.

G. Public Records and Requests for Confidentiality.

- a. Pursuant to Minnesota Government Data Practices Act, Minn. Stat. § 13.591, the names of all entities that submitted a timely response to MELSA will be public once the responses have been opened. All other information contained in the responses remains private until MELSA has completed negotiating a contract with the selected contractor. After a contract has been negotiated, all information in all of the responses is public, except “trade secret” information as defined at Minn. Stat. § 13.37.

Requests for release of information held by MELSA are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Contractors are encouraged to familiarize themselves with these provisions before submitting a response.

All information submitted by a contractor eventually will be treated as public information by MELSA unless the contractor properly requests, and MELSA agrees, that information can be treated as private or confidential. A contractor making such a request must include the name, address and telephone number of the individual authorized by the contractor to answer inquiries by MELSA concerning the request. MELSA reserves the right to make the final determination of whether the data identified in such a request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A contractor’s failure to request private or confidential treatment of information pursuant to this Section will be deemed by MELSA as a waiver by the contractor of any private or confidential treatment of information included in the response.

- b. MELSA reserves the right to accept or reject any or all responses, to waive any defects or to advertise for new responses where the acceptance, rejections, waiving or advertising of such would be in the best interests of MELSA. MELSA reserves the right to negotiate with one or more Contractors responding to this RFI.
- c. MELSA may make such investigations as it deems necessary to determine the ability of the responder to furnish the equipment and services outlined herein, and the responder shall furnish to MELSA all such information and data for this purpose as MELSA may request. MELSA reserves the right to reject any response if the evidence submitted by, or investigation, of such responder fails to satisfy MELSA that such responder is properly qualified to carry out the obligations of the contract.
- d. Responses received prior to the due date and time will be kept secured and unopened. No response received after the due date and time will be considered and will be returned to the contractor unopened.
- e. MELSA will not physically release or return to the responder any response for purpose of modification, withdrawal, or any other purpose.

## II. RESPONSE INSTRUCTIONS

- A. Response Guarantee: By submitting a response to provide a digital investment resource to MELSA, contractor agrees to guarantee its response for 90 days from the date the responses are due.
- B. All responses by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
- C. All response envelopes shall be sealed and bear the inscription **MELSA DIGITAL INVESTMENT RESOURCE**, together with the name and address of the contractor. The response envelopes shall be addressed to:

MELSA  
Attn: Kathleen James  
1619 Dayton Avenue, Suite 314  
St. Paul, MN 55104.

Hand delivered copies should be delivered to the same addressee at the same address.

- D. No erasures allowed on the Response.
- E. All contractors must submit ONE (1) complete hard copy and one electronic copy of their response.

- F. MELSA reserves the right to accept or reject any or all responses in the best interests of MELSA. MELSA reserves the right to negotiate with one or more contractors responding to this RFI.
- G. Responses received after the due date and time will not be considered and will be returned to the contractor unopened.
- H. Form of Response
  - a. Responders shall submit with the RFI a narrative letter, which describes their firm and the services they are able to provide. The letter shall also include a list of clients of equal or greater buying power than MELSA for whom the responder has provided contracted services similar to those being called for in the specifications herein. Indicate addresses, telephone numbers, and names of parties to be contacted. Responders may also be requested to submit additional information concerning their firm prior to award.
  - b. Response Form (Attachment B)
  - c. Completed Vendor Qualifications (Attachment C)
  - d. Non-collusion statement - filled out completely (Attachment D)
  - e. Tennessee Notice (Attachment E)
  - f. Official seal of company
  - g. Sealed responses
  - h. One hard copy and one electronic
  - i. Pricing as provided on Response Form

#### **IV. Response Evaluation & Award Process**

##### **A. Response Evaluation Criteria**

The assessment of Responses will include, but is not limited to, the following:

- a. Completeness of the response
- b. Ability of the responder to satisfy the requirements and provide the services at the standards set forth in the Request for Information
- c. Ease of use of the service for residents the seven county metro area with valid library cards
- d. Pricing of the services
- e. Availability of content meeting the public library needs of residents in the seven county metro area
- f. The effectiveness of the responder's approach and methodology for delivery of their services
- g. Whether the vendor's requests for deviation from the form of the contract are not in the best interest of MELSA

##### **B. Award Process**

Do not assume that a request for proposals (RFP) process will follow this RFI. If an RFP process is commenced, qualified firms will be invited to submit proposals based on the RFIs received. MELSA may also contract with a qualified contractor to provide the services without issuing a RFP.

The successful vendor will be required to enter into a contract with MELSA. Included in the contract will be specifications for service, performance standards, non-performance penalties, and other contract terms.

- C. There is no appeal process for this request.
- D. Vendor must submit a completed Response Form to be considered for the award.
- E. MELSA reserves the right to reject any or all responses.

## **V. TIMETABLE**

Wednesday, Sept 25, 2017	MELSA issues Request for Information.
<b>Wednesday, Oct 13, 2017</b>	At 1:00 P.M. Central Standard Time written request for clarifications are due.
Friday, Oct 27, 2017	At 1:00 p.m. Central Standard Time all responses are due.
<b>Oct 30-Nov 24, 2017</b>	MELSA member library review process.
Week of Dec 4, 2017	Responder notification of selection process resolution.
<b>Week of Dec 11, 2017</b>	MELSA meets with successful contractor to discuss contractual details, startup date and sign contract.

### **Attachments**

- A. MELSA Member Library Locations (Attachment A)
- B. Response Form (Attachment B)
- C. Vendor Qualifications (Attachment C)
- D. Non-collusion statement - filled out completely (Attachment D)
- E. Tennessen Notice (Attachment E)
- F. Proposed Contract Form (Attachment F)
- G. Insurance Terms (Attachment G)
- H. Standard Assurances (Attachment H)

# ATTACHMENT A

## MELSA LIBRARY LOCATIONS

### ANOKA COUNTY LIBRARY

www.anoka.lib.mn.us  
**Administrative Offices**  
 763-785-3695  
 763-717-3262 (f)  
**Northtown**  
 711 Cty Rd 10 NE  
 Blaine MN 55434  
 763-717-3267  
 TDD: 763-717-3271  
**Centennial**  
 100 Civic Heights Circle  
 Circle Pines MN 55014  
 763-717-3294  
**Crooked Lake**  
 11440 Crooked Lake Blvd  
 NW  
 Coon Rapids MN 55433  
 763-576-5972  
**Johnsville**  
 12461 Oak Park Blvd  
 Blaine MN 55434  
 763-767-3853  
**Mississippi**  
 410 Mississippi St NE  
 Fridley MN 55432  
 763-571-1934  
**North Central**  
 17565 Central Ave NE  
 Ham Lake MN 55304  
 763-434-6542  
**Rum River**  
 4201 Sixth Ave  
 Anoka MN 55303  
 763-576-4695  
**St Francis**  
 3519 Bridge St NW  
 St Francis MN 55070  
 763-753-2131  
**Anoka County Affiliated Library:**  
**Columbia Heights Public Library**  
 820 40th Ave NE  
 Columbia Heights MN 55421  
 763-706-3690  
 763-706-3691 (f)  
 TDD: 763-706-3692

### CARVER COUNTY LIBRARY

www.carverlib.org  
**Administrative Offices**  
 952-448-9395  
 952-448-9392 (f)  
**Chanhassen**  
 7711 Kerber Blvd  
 Chanhassen MN 55317  
 952-227-1500  
**Chaska**  
 3 City Hall Plaza  
 Chaska MN 55318  
 952-448-3886

### Norwood Young America

102 Main St E  
 Norwood Young America  
 MN 55397  
 952-467-2665  
**Law Library**  
 Carver County Gov't  
 Center  
 604 East Fourth St  
 Chaska MN 55318  
 952-361-1564  
**Victoria**  
 1670 Stieger Lake Lane  
 Victoria MN 55386  
 952-227-1500  
**Waconia**  
 217 So Vine St  
 Waconia MN 55387  
 952-442-4714  
**Watertown**  
 309 Lewis Ave SW  
 Watertown MN 55388  
 952-955-2939

### DAKOTA COUNTY LIBRARY

www.co.dakota.mn.us/  
**Administrative Offices**  
 651-450-2925  
 651-450-2934 (f)  
**Burnhaven**  
 1101 County Rd 42 W  
 Burnsville MN 55306  
 952-891-0300  
**Farmington**  
 508 Third St  
 Farmington MN 55024  
 651-438-0250  
**Galaxie**  
 14955 Galaxie Ave  
 Apple Valley MN 55124  
 952-891-7045  
**Heritage**  
 20085 Heritage Dr  
 Lakeville MN 55044  
 952-891-0360  
**Inver Glen**  
 8098 Blaine Ave  
 Inver Grove Heights MN 55076  
 651-554-6840  
**Pleasant Hill**  
 1490 Frontage Rd S  
 Hastings MN 55033  
 651-438-0200  
**Robert Trail**  
 14395 S Robert Trail  
 Rosemount MN 55608  
 651-480-1200  
**Wentworth**  
 199 Wentworth Ave E  
 West St Paul MN 55118  
 651-554-6800  
**Wescott**  
 1340 Wescott Rd  
 Eagan MN 55123  
 651-450-2900

TDD: 651-450-2921

### South St Paul Public

106 Third Ave N  
 South St Paul MN 55075  
 651-554-3240

### HENNEPIN COUNTY LIBRARY

www.hclib.org  
**Administrative Offices**  
 952-847-8500  
 952-847-8600 (f)  
**Augsburg Park**  
 7100 Nicollet Ave  
 Richfield MN 55423  
 952-847-5300  
**Brookdale**  
 6125 Shingle Creek  
 Parkway  
 Brooklyn Center MN 55430  
 952-847-5600  
**Brooklyn Park**  
 8600 Zane Ave N  
 Brooklyn Park MN 55443  
 952-847-5325  
**Champlin**  
 12154 Ensign Ave N  
 Champlin MN 55316  
 952-847-5350  
**Children's Readmobile**  
 15700 36th Ave N  
 Plymouth MN 55446  
 763-551-6006  
**East Lake**  
 2727 E Lake St  
 Minneapolis MN 55406  
 612-630-6550  
**Eden Prairie**  
 565 Prairie Center Dr  
 Eden Prairie MN 55344  
 952-847-5375  
**Edina**  
 5280 Grandview Square  
 Edina MN 55436  
 952-847-5425  
**Excelsior**  
 343 Third St  
 Excelsior MN 55331  
 952-847-5450  
**Franklin**  
 1314 Franklin Ave E  
 Minneapolis MN 55404  
 612-630-6800  
**Golden Valley**  
 830 Winnetka Ave N  
 Golden Valley MN 55427  
 952-847-5475  
**Hopkins**  
 22 11th Ave N  
 Hopkins MN 55343  
 952-847-5500  
**Hosmer**  
 347 E 36th St  
 Minneapolis MN 55408  
 612-630-6950  
**Linden Hills**

2900 W 43rd St  
 Minneapolis MN 55410  
 612-630-6750

### Long Lake

1865 Wayzata Blvd W  
 Long Lake MN 55356  
 952-847-5525

### Maple Grove

8351 Elm Creek Blvd  
 Maple Grove MN 55369  
 952-847-5550

### Maple Plain

5184 Main St E, PO Box 38  
 Maple Plain MN 55359  
 952-847-5700

### Minneapolis Central

300 Nicollet Mall  
 Minneapolis MN 55401  
 612-630-6000

### Minnetonka

17524 Excelsior Blvd  
 Minnetonka MN 55345  
 952-847-5725

### Nokomis

5100 34th Ave S  
 Minneapolis MN 55417  
 612-630-6700

### North Regional

1315 Lowry Ave N  
 Minneapolis MN 55411  
 612-630-6600

### Northeast

2200 Central Ave NE  
 Minneapolis MN 55418  
 612-630-6900

### Osseo

415 Central Ave  
 Osseo MN 55369  
 952-847-5750

### Oxboro

8801 Portland Ave S  
 Bloomington MN 55420  
 952-847-5775

### Penn Lake

8800 Penn Ave S  
 Bloomington MN 55431  
 952-847-5800

### Pierre Bottineau

55 Broadway St NE  
 Minneapolis MN 55413  
 612-630-6890

### Plymouth

15700 36th Ave N  
 Plymouth MN 55446  
 952-847-5825

### Ridgedale

12601 Ridgedale Dr  
 Minnetonka MN 55305  
 952-847-8800

### Rockford Road

6401 42nd Ave N  
 Crystal MN 55427  
 952-847-5875

### Rogers

21300 John Milless Dr  
 Rogers MN 55374  
 952-847-6050

**Roosevelt**  
4026 28<sup>th</sup> Ave S  
Minneapolis MN 55406  
612-630-6590

**Southdale**  
7001 York Ave S  
Edina MN 55435  
952-847-5900

**Southeast**  
1222 4<sup>th</sup> St SE  
Minneapolis MN 55414  
612-630-6850

**St Anthony**  
St Anthony Shopping  
Center  
2941 Pentagon Dr NE  
St Anthony MN 55418  
952-847-6075

**St Bonifacius**  
8624 Kennedy Memorial Dr  
St Bonifacius MN 55375  
952-847-6100

**St Louis Park**  
3240 Library Lane  
St Louis Park MN 55426  
952-847-6125

**Sumner**  
611 Van White Memorial  
Blvd  
Minneapolis MN 55411  
612-630-6390

**Walker**  
2880 Hennepin Ave  
Minneapolis MN 55408  
612-630-6650

**Washburn**  
5244 Lyndale Ave S  
Minneapolis MN 55419  
612-630-6500

**Wayzata**  
620 Rice St  
Wayzata MN 55391  
952-847-6150

**Webber Park**  
4310 Webber Pkwy  
Minneapolis MN 55412  
612-630-6640

**Westonka**  
2079 Commerce Blvd  
Mound MN 55364  
952-847-6175

**RAMSEY COUNTY  
LIBRARY**  
[www.rclreads.org](http://www.rclreads.org)  
**Administrative Offices**  
651-486-2200  
651-486-2220 (f)  
**Roseville**  
2180 Hamline Ave N  
Roseville MN 55113

651-628-6803 x 510

**Arden Hills**  
1941 W Cnty Rd E2  
Arden Hills MN 55112  
651-628-6831

**Maplewood**  
3025 Southlawn Ave  
Maplewood MN 55109  
651-704-2033

**Mounds View**  
2576 County Rd 10  
Mounds View MN 55112  
763-717-3272

**North St. Paul**  
2290 North First St  
North St Paul, MN 55109  
651-747-2700

**Shoreview**  
4570 Victoria St N  
Shoreview MN 55126  
651-486-2300

**White Bear Lake**  
4698 Clark Ave  
White Bear Lake MN  
55110  
651-407-5302

**SAINT PAUL PUBLIC  
LIBRARY**  
[www.sppl.org](http://www.sppl.org)

**Administrative Offices**  
651-266-7073  
fax: 651-266-7060

**George Latimer Central**  
90 Fourth St W  
St Paul MN 55102  
651-266-7000  
TDD: 651-298-4184

**Arlington Hills**  
1105 Greeribrier St  
St Paul MN 55106  
651-793-3930

**Bookmobile Service**  
651-642-0379

**Dayton's Bluff**  
645 East 7<sup>th</sup> St  
St Paul MN 55106  
651-793-1699

**Hamline Midway**  
1558 Minnehaha Ave W  
St Paul MN 55104  
651-642-0293

**Hayden Heights**  
1456 White Bear Ave  
St Paul MN 55106  
651-793-3934

**Highland Park**  
1974 Ford Parkway  
St Paul MN 55116

651-695-3700  
**Merriam Park**  
1831 Marshall Ave  
St Paul MN 55104  
651-642-0385

**Rice Street**  
1011 Rice St  
St Paul MN 55117  
651-558-2223

**Riverview**  
1 George St E  
St Paul MN 55107  
651-292-6626

**Rondo Community  
Outreach**  
461 N Dale St  
St Paul MN 55103  
651-266-7400

**Saint Anthony Park**  
2245 Como Ave  
St Paul MN 55108  
651-642-0411

**Sun Ray**  
2105 Wilson Ave  
St Paul MN 55119  
651-501-6300

**West Seventh Street**  
265 Oneida St  
St Paul MN 55102  
651-298-5516

**SCOTT COUNTY  
LIBRARY**  
[www.scott.lib.mn.us](http://www.scott.lib.mn.us)  
**Administrative Offices**  
952-707-1760

952-707-1775 (f)  
**Belle Plaine**  
125 Main St W  
Belle Plaine MN 56011  
952-873-6767

**Elko New Market**  
50 Church St  
Elko New Market MN  
55054  
952-461-3460

**Jordan**  
230 Broadway Ave S  
Jordan MN 55352-1508  
952-492-2500

**Law Library**  
Scott County Gov Center  
200 Fourth Ave W  
Shakopee MN 55379  
952-496-8713

**New Prague**  
400 Main St E  
New Prague MN 56071  
952-758-2391

**Prior Lake**  
16210 Eagle Creek Ave SE  
Prior Lake MN 55372  
952-447-3375

**Savage**  
13090 Alabama Ave S  
Savage MN 55378  
952-707-1770

**Shakopee**  
235 S Lewis St  
Shakopee MN 55379  
952-233-9590

**WASHINGTON  
COUNTY  
LIBRARY**  
[www.co.washington.mn.us](http://www.co.washington.mn.us)

**Administrative Offices**  
651-275-8500  
651-275-8509 (f)

**Hardwood Creek**  
19955 Forest Road N  
Forest Lake MN 55025  
651-275-7300

**Law Library**  
Washington Co Gov't Ctr  
14949 62 Street N  
Room 150, PO Box 6  
Stillwater MN 55082  
651-430-6330

**Oakdale**  
1010 Heron Ave N  
Oakdale MN 55128  
651-730-0504  
**Park Grove**  
7900 Hemingway Ave S  
Cottage Grove MN 55016  
651-459-2040

**RH Stafford Branch**  
8595 Central Park Place  
Woodbury MN 55125  
651-731-1320

**Valley**  
380 St Croix Trail S  
Lakeland MN 55043  
651-436-5882

**Wildwood**  
763 Stillwater Rd  
Mahtomedi MN 55115  
651-426-2042

**Bayport**  
582 Fourth St N  
Bayport MN 55003  
651-275-4416

**Stillwater**  
[www.stillwaterlibrary.org](http://www.stillwaterlibrary.org)  
224 Third St N  
Stillwater MN 55082-4806  
651-275-4338



**ATTACHMENT B**

**MELSA RFI FOR DIGITAL INVESTMENT RESOURCE  
RESPONSE FORM**

**Vendor Information**

Contractor name:

Address:

Web site URL:

Contact name:

Phone number:

Fax:

Email:

I certify that the information provided to MELSA in this response is accurate and will remain valid for ninety (90) days from the quote due date.

---

Authorized Signature

---

Name (please print or type)

---

Title

---

Date

## ATTACHMENT C

### VENDOR QUALIFICATIONS

The Vendor will establish its ability to comply with the contract requirements by submitting the following information on the Response Form.

Specify Investment data tracked by your service, including: depth of coverage, update frequency, indexes, etc.
Provide details of business, corporation, and industry information available through your service. Include currency of data; inclusion of corporate histories, executive biographies, and financial statements; and the number of U.S and international public companies covered.
Outline research and tools available for portfolio building, measurement and management. Indicate if portfolio alerts are an option for users.
Detail independent analyst reports available to users of the service.
Indicate the level of investor your product is designed to serve and describe tools available through your service that are specific to the needs of independent investors.
Describe how users are informed of market news and trends by your service.
Outline historical data available.
Provide information on product features that assist users, with short and long-term financial planning.
Detail formats supported by the Vendor's product.
Specify if access can be authenticated by library card number. List any other methods of authentication available.
Indicate what data, if any, beyond library card number is required to establish an account for services. Describe steps taken to keep any library or user-provided data confidential.
Disclose policies regarding action taken should a user data breach occur. Include protocol for informing individual account holders and MELSA as the subscription account holder.
State the Vendor's ability to provide unlimited 24-hour remote access for customers, as well as in-library use. Identify any associated conditions or restrictions on use and if remote access can be authenticated by library card number. Indicate if the service allows for an unlimited number of simultaneous users during hours of operation.
State whether the Vendor's service has a mobile app available, what type of devices the app is compatible with and how the app can be accessed by mobile devices.
Provide detailed description of user customer support when communication is warranted because of problems, questions, etc. Will the vendor provide support directly to users or through a process vetted by library staff?
Provide a thorough list of types of statistics available, frequency, and how they are delivered or accessed. Specify if statistics provided are compatible with COUNTER 4 or SUSHI (Standardized Usage Statistics Harvest Initiative).
Number of years the company has been in business. Number of years the product has been offered.
Specify if extension of the agreement is available on the same terms for a 2nd and 3rd additional year.

Indicate how initial pricing, discounts and service charges (if any) are calculated.
Describe how the Respondent's system addresses Web accessibility and identify level of conformance with each guideline from the Web Accessibility Initiative's Web Content Accessibility Guidelines 2.0, <a href="http://www.w3.org/TR/WCAG20/">www.w3.org/TR/WCAG20/</a> , including how compliance has been tested and verified.
Provide an active customer list of at least five (5) U.S. public library consortia or public libraries serving populations of over 2.5 million people that have used the Vendor's service for at least six months. Indicate addresses, telephone numbers, and names of parties to be contacted.
Indicate types of user testing done to optimize functionality for library users.
Provide details on library catalog integration and provision of MARC Records.
Specify availability of in-service training for library staff upon request and on-going staff training options.
List any extra features that make the Vendor's product unique.

### **Vendor Performance Expectations**

The undersigned Vendor agrees to abide by the following statements:

1. The Vendor agrees to an initial 12 month contract with options for a 2nd and 3rd year extension payable annually with a written letter agreeing to the same terms and condition language for each additional term.
2. The Vendor agrees that either party may terminate the agreement on the contract renewal date effective upon a 30 days written notice to the other party.
3. The Vendor agrees to supply a toll-free phone number, fax number or email address to resolve service issues.
4. The Vendor agrees to provide a representative to handle the MELSA's account.
5. The Vendor will provide training for library staff upon request.
6. The Vendor will provide a four (4) week trial of its service for member library staff evaluation.

**ATTACHMENT D**

**NON-COLLUSION STATEMENT**

Please print or type (in ink)

COMPANY NAME: \_\_\_\_\_ FEDERAL TAX ID NUMBER: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

In signing this Response, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Response; that this Response has been independently arrived at without collusion with any other Contractor, competitor or potential competitor, that this Response has not been knowingly disclosed prior to the opening of the Responses to any Contractor competitor; that the above statement is accurate under penalty or perjury.

This company will comply with all terms, conditions, specifications required by the Contractor in this Request for Information and all terms of our RFI response.

---

Authorized Signature Title Date

**Submit this form as part of the RFI Response.**

**ATTACHMENT E  
TENNESSEN NOTICE  
Data Privacy: Acknowledgment**

In accordance with the Minnesota Government Data Practices Act, Minn. Stat. § 13.04 and § 13.591, Metropolitan Library Service Agency (MELSA) is required to inform you of your rights as they pertain to private or non-public information collected from you. "Private or non-public data" is information that is available to you, but not to the public.

**NEED FOR INFORMATION:** The information we collect or have collected from you or from other sources authorized by you is needed for evaluation of bids or responses received by Metropolitan Library Service Agency (MELSA) for labor and materials to determine the lowest responsive and responsible contractor to perform the planned work.

**REFUSAL:** You are not legally required to supply the requested data by MELSA. You have the right to refuse to supply the information we request; however, without this information, we may be unable to properly evaluate your bid or response and may not be able to award you the contract to perform the planned work.

**ACCESS TO DATA:** Private or non-public information we collect from you may be shared, as a matter of program or service necessity, with another jurisdiction providing funding or a consultant hired by Metropolitan Library Service Agency (MELSA) to prepare the plans, oversee and pay for the work.

Before MELSA has completed its selection or evaluation process, information will not be given to any other agency or individual without your written consent unless specifically authorized by state or federal law, or under a valid court order. Unless otherwise authorized by law, government agencies with whom we share private or confidential information must also treat the information they receive as private or confidential. You, as the subject of collected data, unless otherwise specified by law or court order, may view the information we have concerning you and may make written comments as to the accuracy of the information. Copies of information we have concerning your bid or response may be made, for a reasonable fee, upon your request.

After MELSA has completed its selection or evaluation process, information that is not trade secret data will become public, as provided by Minn. Stat. § 13.591, subd. 3.

**RETENTION:** All information on you will be kept until federal, state and/or county retention requirements have been met, at which time the information will be destroyed. Unless otherwise noted, this consent will only be effective for a period of one (1) year from the date of signature.

**IN ACCORDANCE WITH MINNESOTA STATUTES, SECTION 13.04, I HAVE BEEN INFORMED OF AND UNDERSTAND MY RIGHTS AS SUBJECT OF DATA.**

\_\_\_\_\_  
Name of Organization

By: \_\_\_\_\_

\_\_\_\_\_  
Date

PRINT NAME AND TITLE \_\_\_\_\_

**ATTACHMENT F**

**CONTRACT BETWEEN THE METROPOLITAN LIBRARY SERVICE AGENCY  
AND \_\_\_\_\_  
FOR \_\_\_\_\_**

This Contract is made and entered into between the Metropolitan Library Service Agency, 1619 Dayton Avenue, Suite 314, St Paul MN 55104, by and through the Metropolitan Library Service Agency Board of Trustees, hereinafter "MELSA" and \_\_\_\_\_ (address) \_\_\_\_\_, hereinafter "Contractor".

**WHEREAS,** MELSA requires services to be provided for \_\_\_\_\_.

**WHEREAS,** Contractor desires to and is capable of providing the necessary services according to the terms and conditions stated herein;

**NOW, THEREFORE,** in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. TERM

This Contract shall be in effect as of \_\_\_\_\_, and shall continue in effect until all services to be provided by Contractor pursuant to this Contract are satisfactorily completed and final payment is made unless earlier terminated by law or according to the provisions herein.

2. CONTRACTOR'S OBLIGATIONS

2.1 General Description. Contractor shall provide the services generally described in Exhibit A.

2.2 Conformance to Specifications. Services provided shall be in accordance with the criteria set out in Exhibit A.

3. PAYMENT

3.1 Total Cost. The total amount to be paid by MELSA pursuant to this Contract shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_).

3.2 Compensation. MELSA shall pay for purchased services at the rates set out in the rate schedule set forth in Exhibit A. Before final payment of the contract balance will be made, Contractor shall comply with the provisions of Minn. Stat. § 290.97 by providing satisfactory proof of payment of payroll taxes.

3.3 Time of Payment. MELSA shall make payment to Contractor within thirty-five (35) days of the date on which the invoice is received. If the invoice is incorrect, defective, or otherwise

improper, MELSA will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, MELSA will make payment within thirty-five (35) days.

3.4 Late Request for Payments. MELSA has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

3.5 Payment for Unauthorized Claims. MELSA may refuse to pay any claim which is not specifically authorized by this Contract. Payment of a claim shall not preclude MELSA from questioning the propriety of the claim. MELSA reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

3.6 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, MELSA shall pay to Contractor for services provided in a satisfactory manner, a sum based upon the actual time spent at the rates stated in paragraph 3.2. In no case shall such payment exceed the total contract price.

#### 4. COMPLIANCE WITH LAWS/STANDARDS

4.1 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached as Exhibit B and incorporated herein by reference.

4.2 Licenses. Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by this Contract. Contractor shall inform MELSA of any changes in the above within five (5) days of occurrence.

4.3 Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

#### 5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between MELSA and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Contractor shall have discretion as to working methods, hours and means of operation. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by MELSA employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

## 6. INDEMNIFICATION

Any and all claims that arise or may arise on behalf of Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of MELSA. Contractor shall indemnify, hold harmless and defend MELSA, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which MELSA, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

## 7. INSURANCE

7.1 General Terms. In order to protect itself and to protect MELSA under the indemnity provisions set forth above Contractor shall, at Contractor's expense, procure and maintain policies of insurance covering the term of this Contract, as set forth in Exhibit C attached hereto and incorporated by reference. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. All retentions and deductibles under such policies of insurance shall be paid by Contractor.

7.2 Failure to Provide Proof of Insurance. MELSA may withhold payments or immediately terminate this Contract for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

## 8. SUBCONTRACTING

Parties shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

Any subcontractor approved by MELSA will be required to provide proof of insurance to MELSA in coverage and amounts the same as set forth in Paragraph 7.2, above. All fees for services and all job supervision will remain the obligation of the Contractor.

## 9. DEFAULT

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## 10. TERMINATION



10.1 With or Without Cause. This Contract may be terminated with or without cause, by either party upon thirty (30) days written notice.

10.2 Non-Appropriation. Notwithstanding any provision of this Contract to the contrary, this Contract may be terminated by either party in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the performance of this Contract; and the non-appropriation of funds did not result from any act or bad faith on the part of MELSA.

In the event that there is a revision of Federal regulations which might make services provided under the terms of this Contract or any portion thereof ineligible for Federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new Federal regulations. Refusal to renegotiate in order to bring the Contract into compliance shall be cause for termination of this Contract as of the date when the Contract is out of compliance for Federal financial participation.

10.3 Notice of Default. Either party may terminate this Contract for cause by giving ten (10) days written notice of its intent unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of the Contract.

10.4 Failure to Cure. If the party in default fails to cure the specified circumstances as described by the notice given under the above paragraph within the ten (10) days, or such additional time as may be authorized by the party giving notice, then the whole or any part of this Contract may be terminated by written notice.

10.5 Notice of Termination. Notice of termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice of Termination is deemed effective upon delivery to the address of the party as stated in paragraph 12.

10.6 Effect of Termination. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

## 11. CONTRACT RIGHTS/REMEDIES

11.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.2 Waiver. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of MELSA and Contractor.

11.3 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or litigation by either party. The Owner and Contractor shall endeavor to resolve claims, disputes and other matters through good faith mediation. The parties shall share the mediator's fees and charges equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having appropriate jurisdiction.

12. AUTHORIZED REPRESENTATIVE

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to MELSA, the authorized representative shall have only the authority specifically or generally granted by the Board of Trustees. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

To MELSA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

13. LIAISON

To assist the parties in the day-to-day performance of this Contract and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by Contractor and MELSA. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Contract, the following persons are the designated liaisons:

Contractor's Liaison: \_\_\_\_\_

MELSA Liaison: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

14. ANTITRUST

The Contractor hereby assigns to the State of Minnesota, any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

15. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Contract, and incorporated Attachments, shall only be valid when they have been reduced to writing and signed by authorized representatives of MELSA and Contractor.

16. **SEVERABILITY**

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

17. **MERGER**

17.1 **Final Agreement.** This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are not representations, warranties, or stipulations, either oral or written, not herein contained.

17.2 **Exhibits.** Exhibits A through and including C are attached and incorporated herein by reference.

Exhibit A - Contractor's Response to Request for Information

Exhibit B - Standard Assurances

Exhibit C – Insurance Terms

18. **CONFIDENTIALITY**

Contractor acknowledges that certain private or Confidential Information may be transmitted to Contractor by MELSA in connection with Contractor's performance of this Agreement. For all the purposes hereof, the term "Confidential Information" means all information or material proprietary to MELSA or designated as private or confidential by MELSA to which Contractor may obtain knowledge or access through or as a result of Contractor's relationship with MELSA (including information conceived, originated, discovered or developed in whole or in part by Contractor). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): computer programs, compilations, data, documentation, and all other information of MELSA which is not deemed public by the Minnesota Data Practices Act. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose to any third party in any way whatsoever any Confidential Information. Contractor shall receive, maintain, and use the Confidential Information with the strictest confidence; shall use its best efforts to keep the Confidential Information strictly confidential and to prevent inadvertent disclosure thereof; and shall treat the Confidential Information in at least as confidential a manner as Contractor treats its own confidential information; Contractor agrees to implement such procedures as are necessary to assure protection of Confidential Information.

19. **OWNERSHIP OF WORK PRODUCT**

Ownership of all drawings, reports, and other work products prepared or produced in performance of this Contract, including those in electronic form, shall be transmitted to MELSA upon completion or termination of the project and final payment to the Contractor. Contractor agrees that all right, title, and interest in all copyrightable material which Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Contract, are the property of MELSA and are by this Contract assigned to MELSA along with ownership of any and all copyrights in the copyrightable material.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

MELSA

By \_\_\_\_\_

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

CONTRACTOR

*(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor.)*

By \_\_\_\_\_

Title \_\_\_\_\_

Date of Signature \_\_\_\_\_

## ATTACHMENT G

### INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

### APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide MELSA with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to MELSA of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify MELSA from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide MELSA with evidence of such insurance coverage.

2. General Liability. "Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name MELSA, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination. It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for MELSA hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of MELSA's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of MELSA's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise MELSA of any intended or pending change of any Professional Liability insurers or policy forms, and provide MELSA with all pertinent information that MELSA may reasonably request to determine compliance with this section; and (b) immediately advise MELSA of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of MELSA.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. Unless included within the scope of

Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include MELSA, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. MELSA shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as MELSA may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide MELSA with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide MELSA with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the MELSA Certificate of Insurance, or in such other form as MELSA may reasonably request, and shall contain sufficient information to allow MELSA to determine whether there is compliance with these provisions. At the request of MELSA, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to MELSA prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to MELSA. Such acceptance by MELSA shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, MELSA shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to MELSA. If MELSA does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to MELSA.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, MELSA shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to MELSA immediately upon presentation of invoice.

9. Loss Information. At the request of MELSA, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of MELSA under this section. Such loss information shall include such specifics and be in such form as MELSA may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases MELSA, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of MELSA or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of MELSA, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by MELSA, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by MELSA, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

## **ATTACHMENT H STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.c. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex or national origin.



B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

1. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (MELSA), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements
2. **HEALTH DATA PRIVACY.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIP AA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) when applicable to the

Contractor's duties under this Contract. When applicable, Contractor agrees to comply with the HIP AA and HITECH Privacy requirements, Standards for Electronic Transactions, Security requirements, and any other applicable health data laws, rules, standards and requirements in effect during the term of this Agreement.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the MELSA and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.
5. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers: To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusionsllistofexcluded.html>.  
Attycv/ Exh SA6-Standard(03-14)