Request for Proposal #646386

For

Library Management System

August 12, 2004
RFP
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Judy Poff, Buyer, Phone: (540) 231-9517, e-mail: judy.poff@vt.edu.

DUE DATE: Sealed Proposals will be received until **October 11, 2004 at 3:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Information Technology Acquisitions Office (0214), 1700 Pratt Drive, Blacksburg, Virginia 24060-6361. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

**TYPE OF BUSINESS:** (Please check all applicable classifications)

- Large.
- Small. A concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- Minority-Owned. A business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- Women-Owned. A business enterprise that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiations for a Library Management System (LMS) for University Libraries of Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. **CONTRACT PERIOD:** The term of this contract is for five years, or as negotiated. There will be an option for five, one-year renewals, or as negotiated.

III. **BACKGROUND:** Virginia Tech (VT) is a land-grant institution founded in 1872. It is ranked in the top fifty research universities in the United States, with annual research expenditures of about $170 million.

More than 25,000 students pursue 170 degree and post-graduate certificate programs through the University’s eight colleges and graduate school. The Virginia Cooperative Extension, operated jointly in the commonwealth by Virginia Tech and Virginia State University, has more than 107 offices and 160 programs. More information about VT can be found at [www.vt.edu](http://www.vt.edu).

The University Libraries consist of Newman Library, Art and Architecture and Veterinary Medicine branch libraries, and the Resource Center at VT’s Northern Virginia Center. Newman Library houses the Special Collections department and Digital Library and Archives. The Libraries employ 121 faculty and staff. VT is a GPO depository with a 70% collecting level. The Libraries are a member of Association of Research Libraries, OCLC, Council on Library and Information Resources, International Association of Technological University Libraries, SPARC, Solinet, Coalition for Networked Information, and the Virtual Library of Virginia (VIVA).

An off site storage building houses more than 680,000 volumes in compact shelving. An automated retrieval storage (ARS) facility in the model of those at Eastern Michigan University and the University of Nevada, Las Vegas has been designated a goal in the strategic plan. More information about University Libraries can be found at [www.lib.vt.edu](http://www.lib.vt.edu).

### Statistical profile:

**Current data (as of June 2004)**

- Bibliographic records: 1,239,372
- MARC authority records: 923,485
- Item records: 2,001,276
- MARC holdings records: 122,782
- Periodical check in records: 7,955
- Items at remote storage: 680,000
- Patron records: 75,015
- Concurrent OPAC login users: 150

**Annual data (for the 2002/2003 Fiscal Year)**

- Online catalog searches: 3,688,632
- Circulations: 361,580
- Reserve circulations: 31,028
- Requests for items at storage: 14,000
- Interlibrary loans: 49,000
- Materials bookings: 2,400

### Current Environment

The VT Libraries operates release 2003.0 of the VTLS Classic system. The library application and database system is managed by the Library Systems unit. The operating systems and hardware are managed by staff at the University Computing Center. Library Systems has a total of 11 FTE, with 2 FTE dedicated to the library management system.

VTLS Classic operates on an IBM J30 RS/6000 RISC system. In anticipation of a new LMS, the Libraries purchased a Sun Fire V880 server with four 900Mhz processors, 8GB RAM, six-73GB disk drives internal, a 436GB (12x36.4 GB) Sun StorEdge A1000 with one HW RAID controller. The Sun Fire V880 will be running the current version of Solaris 9. The Libraries operates 364 Windows 2000/XP and Macintosh microcomputers for public and staff. Staff workstations are primarily Windows with minimum configuration of a 400MHz processor with 256 RAM and 20GB hard drives. The latest machines are...
Pentium 4 running at 1.7GHz. Public workstations are mostly Macintosh iMacs ranging from 90-366MHz with 256RAM and MacOS 9 or later. Plans are to convert these all to a Windows based platform.

The acquisitions system was developed in-house as a PHP/ORACLE based application integrated with the library’s financial system. The 3M self-check system used is Model 6210, with software version 1.03.008.0 SP4. A campus portal system is under development that will include a special tab for access to library resources. Our plan is to use the portal to authenticate off campus patrons, thereby eliminating the need for a library-maintained proxy server.

IV. CONTRACT PARTICIPATION

Under the authority of the Code of Virginia 2.2-4304, Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by only the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at [http://www.ExploreVirginiaColleges.com/](http://www.ExploreVirginiaColleges.com/). In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public bodies shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any VASCUPP member, or public body and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating public body from using other contracts or competitive processes as required by law.

V. STATEMENT OF NEEDS: The system purchased should have:

- fully integrated components for maximum efficiency and sharing of data and functionality across units.
- in full production in large academic research libraries the following major functions:
  - web based online public access catalog (OPAC);
  - cataloging, including authority control and database maintenance;
  - acquisitions, including fiscal management;
  - serials management;
  - systems administration;
  - inventory control, including remote high-density storage management;
  - circulation control; and
  - course reserves.
- staff clients that are flexible and easily configurable
- accessibility over the Internet to the university community from any location
- full support and maintenance services, and user documentation to ensure maximum functionality
- a robust client-server system using Oracle on a UNIX platform
- flexible and comprehensive user generated reports
A. SYSTEM SPECIFICATIONS AND PERFORMANCE

1. System
   a. Provide an overview of the system architecture.
   b. Specify the version of Oracle used for the database and the licenses needed under the proposed configuration. Specify any additional costs for using a university Oracle database license, if applicable.
   c. Discuss the scalability of the system as proposed.

2. Security
   a. Specify security capabilities and levels, including password management, controlling access to staff functions, audit trails, and encryption.
   b. List any third party software packages recommended to enhance security.

3. Authentication and authorization
   a. Describe how the system authenticates users, both staff and patrons.
   b. Describe capabilities for integrating the library system with campus LDAP services. Specify versions of LDAP supported.
   c. Describe compliance with the Shibboleth authorization protocol.

4. Server Hardware and System Software
   a. Detail proposed server hardware recommendations, including make, model, specifications, operating system, CPU requirements, etc., sufficient to manage system growth over the next three years or longer.
   b. Specify the recommended and maximum memory, number of CPUs, and disk space for the proposed server hardware.
   c. List any additional server platforms supported.
   d. Specify whether back-up software is proprietary or commercial. If proprietary, describe back-up procedures and any options for unattended back-up. If commercial software, list recommended software products.
   e. Specify the maximum concurrent staff and public clients supported by the proposed hardware under typical and maximum load.
   f. Specify redundancy features (e.g., disk mirroring, duplexing, hot swap, RAID technology) in proposed hardware.
   g. Specify whether performance management software is part of the proposed system. If proprietary, describe management capabilities; if commercial, list recommended software products.
   h. Specify whether a contingency system for fail-over is available and advisable, and the costs for such a system.
   i. Specify a hardware configuration for Sun if available, and include as an option in the Pricing schedule.
   j. Describe system configurations for running on a Storage Area Network.

5. Server software
   a. Specify the release of software included in this proposal.
   b. Describe system performance characteristics. Include response time (as defined by the time elapsed from a keystroke that activates a system function and the instant when the first character of resulting data appears on the screen, excluding such things as banners, headers, or intermediate messages) during peak and normal conditions for http and https web connections. Normal load conditions are defined as periods when 40-75% of the specified number of users for each system are performing transactions. Peak load conditions are defined as periods when 76-100% of the specified number of users for each system are performing transactions. Performance shall be measured on stated database characteristics and sizes itemized in the Appendix A.
   c. Describe mechanisms to protect against unintentional loss of data and system programs to provide for full data and system program recovery.
   d. Identify third-party licenses required for implementation and use of the system, including those required for backup systems, test systems, etc.
e. Describe process for determining enhancements that will be made to the application software and give examples of enhancements implemented that have been made to the system as a result of this process.
f. Provide a copy of the enhancements under development and the schedule for implementation.
g. Provide a copy of the enhancements made in the most recent release and the instructions provided to libraries for upgrading.
h. Specify whether the contractor or the library is responsible for installing and maintaining the back end database management software.
i. Specify which, if any, Web components of the OPAC are required on the host server.
j. Specify typical release schedule of new software versions and of patches for different hardware platforms.
k. Describe system capabilities for enabling smart events, process triggers, etc., that enhance staff efficiencies and user services.

6. Client Hardware and Software

a. Provide an overview of the client software, including how the software fits into the client-server environment of the system.
b. Specify supported browsers, including release numbers. Specify any features not implemented by a supported browser.
c. Specify licensing requirements for clients.
d. Specify software and drivers needed for staff or public clients to communicate with the server.
e. Describe distribution of upgrades and enhancements to the client, including the frequency of patches and required revisions.
f. Describe staff’s ability to access various record types (e.g. orders, holdings, OPAC views) from within staff modules and from within the OPAC, and the ability to display multiple records simultaneously.
g. Describe staff search capabilities.
h. Describe staff capabilities to personalize and customize the workstation interface.
i. Specify whether client profiles and configurations are maintained on the server or on the workstation, and describe the process for preserving personalized settings through software upgrades.
j. Describe minimum and optimum Macintosh and PC workstation requirements for public and staff clients.
k. Describe any functions not available with a graphical user interface, and any add-on services or software packages.
l. Describe capability to perform staff functions from outside the library (e.g., telecommuting), and the security provisions in place.

7. Application Programming Interface

a. Discuss the availability and features for any Application Programming Interface (API), including programming language and development software for accessing API and available documentation and training to support the API.
b. Specify whether any APIs exist for interfacing with SCT Banner software.
c. Describe whether library enhancements using published APIs are migrated to later software versions.
d. Describe whether any APIs exist for interfacing with campus courseware management software, such as Blackboard, WebCT, or Courseware.
e. Describe the system’s ability to interface with a campus wide portal gateway, such as U-portal.
f. Specify whether any protocols or programs exist for developing true program integrated access to third party software.
g. Describe the capacity to update the system at the database level, for seamless updates of patron or fine information from centralized campus systems.

8. Standards

a. Specify library and industry standards enacted within the system, including version and degree of compliance.
b. Describe the system’s compliance with ADA standards for hardware and software.
c. Describe how the use of standards has improved the system.
9. Test environment
   a. Specify whether the system supports a development, testing, and training environment in which records can be created, deleted, and updated without affecting the performance or data in the production database.
   b. List five large academic libraries using a large-scale test environment.
   c. Detail hardware and software requirements for a test system.
   d. Specify any additional licenses and costs required to operate a test system.

B. FUNCTIONAL SPECIFICATIONS

1. OPAC
   a. General
      (a) Provide a brief overview of the online public access catalog.
   b. Search Interface
      (a) Describe basic and advanced search options, and any command line options.
      (b) Describe capability to define and search different units of the library and sections of the collections separately.
      (c) Describe ability to limit results of searches.
      (d) Describe search history and saved search features.
      (e) Specify the availability of relevancy ranking for search results and describe factors used to determine ranking.
      (f) Using screen captures, demonstrate each step needed to do a search with the phrases “civil war” AND “united states”. Designate the collection or library catalog used for the test search, and note any features that may be local applications.
   c. Patron empowerment
      (a) Describe capability for patrons to create profiles for notification of new items in the catalog, and to run saved searches.
      (b) Describe patron-initiated functions, and describe features available with and without logging in.
      (c) Describe options for patrons to personalize and customize OPAC views.
      (d) Describe capabilities for exporting selected records into citation manager software packages.
      (e) Describe access to the catalog using PDAs, WebTV, screen readers, and other non-traditional devices.
   d. Content Display
      (a) Describe options for customization of OPAC screens by the library, and how customizations are preserved during system upgrades.
      (b) Describe the use of authorized headings and cross-references. Using screen captures, demonstrate the displays for a subject heading that has many cross-references, narrower and broader terms, such as “Money” or “History”.

2. Circulation, reserve, and media booking

   Provide a brief overview of the circulation module. Describe the staff interface for viewing and manipulating patron data, circulation information, notes, and financial records. Briefly describe the major data elements that make up the circulation system.
   a. Parameters and permissions
      (a) Describe capabilities for multiple circulation policies and procedures for different branches or units within the library.
      (b) Describe capabilities for multiple patron categories with different privileges and permissions. Describe how the system handles users identified in more than one patron category.
      (c) Describe the calendar system and how the module calculates loan periods, due dates, and fines.
      (d) Describe staff permission levels and capabilities for overriding system functions or limits.
   b. Circulation control
      (a) Describe options for uploading patron data from external sources to create or update the patron file.
      (b) Describe how to delete selected patron records by batch mode.
      (c) Give a brief overview of the backup or off-line circulation function.
      (d) Describe system-generated and manual blocks, including criteria for blocking, alerting staff, process for adding, removing and overriding blocks, and the effects of blocks on patron notices.
Describe the hold and recall functions.

Detail capabilities for generating patron notices. Specify how notices can be customized. Specify whether email notices are supported, and how undelivered email is handled by the system.

Describe process for circulating material if no record exists in the catalog (e.g. Circ on the fly).

Describe support for 3M self check system.

Specify capability of providing circulation counts or statistics for items used in-house.

Describe capabilities for maintaining links between item records and patron records (e.g., archiving patron activity).

Describe support for circulation by proxy borrower.

c. Financial data

Detail system handling of financial transactions.

Describe support for patron debit or credit card payments, both on-site and remote.

d. Course Reserves

Provide a brief overview of electronic and paper course reserves, including workflow for creating course lists, scheduling items for addition and removal to reserves lists, generation of pick lists for scheduled items, and archiving lists.

Describe searching capabilities.

Describe management options for variable loan periods and fines, and recall notices.

Describe copyright management.

Describe management reports available.

Describe capabilities for allowing multiple locations to create and maintain course reserves.

Describe staff alerts and staff and patron notifications provided by the system, including staff reports.

Describe the availability of electronic forms and management tools for instructors placing materials on reserve.

e. Media Booking

Provide a brief overview of media booking.

Describe how the system resolves conflicts between media booking and circulation functions.

Describe how booked items display in the OPAC, and capabilities for patrons to view their own bookings or request booking.

Describe staff alerts and staff and patron notifications provided by the system, including staff reports.

3. Acquisitions and Fund Accounting

Provide a brief overview of the system’s acquisitions capabilities. Describe the setting of permissions and staff user profiles and the interaction of the module with other staff functions, such as serials and cataloging. Briefly describe the major data elements that make up the acquisitions system.

a. Orders and receipts

Describe options for creating, approving, and placing orders. Include details about importing order records from vendor systems such as Yankee Book Peddler and Blackwell’s Book Services.

Describe options for processing and tracking gift or free materials.

Describe the claiming process.

Detail capabilities for transferring, storing, batch updating, and purging order records.

Describe how payment and order data are archived.

Describe order notes and history options and displays.

Describe checks to prohibit the duplication of orders.

b. Payment and fund accounting

Describe the system’s handling of fund accounting, including tracking of allocations and expenditures.

Describe handling of encumbrances and debits. Specify whether updates are done in real time or batch processing.

Describe the invoice process, including application of credits, refunds, discounts, shipping and other charges, and partial order payments.

Describe safeguards and system checks for preventing fund over-encumbrances, mathematical errors, and overpayments.

Describe handling of orders and invoices in non-U.S. currency.

c. Vendor file

Describe the creation and maintenance of the vendor file.

Describe capabilities for monitoring vendor performance.
Specify availability of electronic data interchange (EDI) with vendors for transmitting orders, claims, and invoices. Specify vendors with which interfaces currently exist.

4. Serials Control

Provide a brief overview of the serial control and check in features. Describe the interaction between serials control and other modules, such as acquisitions and cataloging. Briefly describe major data elements that make up the serials system.

a. Holdings
   (a) Detail how the system predicts patterns of chronology and enumeration, and allows adjustments to these patterns.
   (b) Describe support for USMARC 21 Format for Holdings Data.
   (c) Describe capabilities for displaying holdings for multiple locations and to limit displays to one location’s holdings.
   (d) Describe method of migrating existing serial patterns into the system. Describe any experience migrating serials holdings data from VTLS Classic. List any additional sources or methods for acquiring serial patterns.
   (e) Specify any limits on the number of holdings records that may be associated with any bibliographic record.
   (f) Specify whether holdings records may be suppressed from public view, but still be indexed and displayed in the staff client.

b. Check in
   (a) Detail capabilities for claiming, including exporting claim data electronically.
   (b) Specify capabilities for assigning barcodes at check in.
   (c) Describe capabilities for extracting, manipulating, and archiving check in information.
   (d) Describe method for creating and maintaining routing lists.
   (e) Describe availability of issue level or general notes for use by check in staff.
   (f) Describe support for SICI check in.

c. Binding
   (a) Describe capabilities for flagging titles ready for binding. Specify whether system can print pull slips.
   (b) Describe interface with commercial bindery software such as LARS or LINCPlus.
   (c) Describe capabilities for indicating binding status in the OPAC and adjusting holdings and status when items are returned from the bindery.

5. Cataloging and authority control

a. General
   (a) Provide a brief overview of the capabilities and workflows for cataloging, authority control, and database maintenance.
   (b) Describe safeguards, data validation, and other error detection performed to ensure accuracy and integrity of bibliographic and authority records. Describe any on-screen alerts or batch reports and any mechanisms for blocking incoming records not meeting specified conditions.
   (c) Describe support for 856 tag and URL data in bibliographic, holdings, and item records. Specify whether system includes tools for verifying validity of URL links.
   (d) Describe indexing of call numbers. Specify support for various call number schema, such as LC, SuDoc, and local accession numbers.
   (e) Describe support for metadata records.

b. Import & export
   (a) Describe capabilities for importing MARC records from multiple sources, including importing files of more than 1,000 records.
   (b) Specify if records can be imported from OCLC, Marcive, Blackwell’s, Yankee, and SerialsSolutions.
   (c) Describe capabilities and options for overlaying existing records.
   (d) Describe capabilities for extraction and export of MARC records.

b. Authority control
   (a) Briefly describe authority record loading routines for records from OCLC, LTI, or other vendor. Include description of how to input and validate records locally.
   (b) Describe how headings on bibliographic records are linked to authority records.
(c) Describe the algorithms used to match bibliographic and authority headings, including any local customization options.
(d) Describe system’s use of the MARC format for authorities.
(e) Describe support for multiple authority thesauri, such as LCSH, MESH, NASA, form/genre or others.

6. Systems administration

a. General
   (a) Provide an overview of the capabilities for configuring and customizing the system that can be performed without Contractor assistance.
   (b) Describe staffing requirements and skill or training required to support the proposed system.
   (c) Describe software upgrades and frequency of new releases.

b. Records and indexing.
   (a) Provide an overview of the system’s index structure and indexing capabilities.
   (b) Specify which indexes are updated dynamically and which are updated through batch processing or job scheduling. Specify the standard run time for batch updates as measured in the database characteristics and sizes itemized in the Cost schedule.
   (c) Describe capabilities to extract data from the system, manipulate it, and reload it, or download to external sources.
   (d) Describe system limitations on the number or length of records and fields.
   (e) Describe mechanism used for periodic database reorganization or re-indexing, and describe any significant loss of functionality during these processes.
   (f) Include documentation on recommended indexing schema and/or schema used by other academic research libraries.

c. Reports
   (a) Provide an overview of the reporting capabilities, including a list of the standard reports and/or available templates. Include a representative sample of standard reports.
   (b) Describe capabilities for producing custom reports. Specify whether reports run as background server tasks or at the desktop. List any third-party software packages required or recommended for custom reports.
   (c) Describe capabilities for scheduling and running on-demand standard and custom reports, and specify the impact of running reports upon system performance. Describe the audit logs for tracking transactions and for verifying the integrity of the data.
   (d) Describe capabilities to control access and authorization levels for running reports.
   (e) Describe capabilities for compiling standard statistical data required by ARL.

7. Inventory control and remote storage

a. Provide a brief overview of inventory control, including capabilities of records to support copy-level and item-level information.

b. Specify maximum number of characters for call numbers and shelf locations.

c. Specify support for Codabar barcodes with 12 alpha-numeric characters (including check digit).

d. Describe use of barcodes in relation to item records, e.g., if the barcode can be changed while preserving the association with item data, safeguards to prevent the use of duplicate barcodes.

e. Describe how “bound with” volumes with individual bibliographic records are controlled in the system, and treated during circulation.

f. Describe safeguards in place to prevent deletion of an item record if there is an active link to another record in the system, e.g., circulation charges, remote storage location, etc.

g. Describe the limitations on number of copies/items that can be associated with a single bibliographic or holdings record.
h. Describe capabilities for indicating the status of items in the OPAC, including the library’s ability to define conditions, the process for adding and removing statuses, and the tracking mechanisms used for item records.

i. Provide an overview of remote storage functions, including requesting, retrieving, and reshelving items stored in an offsite facility. Detail available reports for inventory control. Describe support for both manually operated and automated retrieval facilities.

j. Describe support for global updating of item record data, including locations, loan periods, etc.

8. **Interlibrary loan and document delivery**

a. Provide a brief overview of interlibrary loan and document delivery.

b. Describe tracking mechanisms and/or reports for items processed through interlibrary loan or document delivery. Include any statistical reports available.

c. Describe copyright management.

d. Describe interfaces with other systems, including ILLiad, Ariel, and OCLC WorldCat.

e. Describe capabilities patron requests through a public interface, including patron authentication method, and ability to set blocks against patron requests according to library specifications.

f. Describe fee management or billing capability for lending, borrowing, and document delivery.

9. **Digital Content**

a. Provide an overview of products and services for managing digital resources, including hardware and software required to implement.

b. Describe capabilities for article level linking to full-text electronic journals from databases external to the library. Include supported standards.

c. Describe capabilities for configuring and customizing digital management products without Contractor assistance.

d. Describe database(s) for managing digital resources, including required software, importing and exporting data, support for metadata, etc.

e. Describe any Contractor services for providing and maintaining digital content.

f. Describe options for authentication and authorization.

g. Specify any partnerships with third party vendors for providing services.

h. Describe the level of integration of digital management products with the base LMS (i.e. can the product(s) be operated with any LMS, or are they contingent upon the LMS).

i. Describe interface with ContentDM, Luna Insight, or other image management tools.

j. Describe federated searching capabilities for creating a single interface to local print and electronic collections, external digital collections, and resources on the Web.

C. **SYSTEM MIGRATION AND IMPLEMENTATION**

1. **Training and documentation**

a. Describe training and consultation provided in this proposal.

b. Describe systems training for configuring and customizing the system without Contractor assistance.

c. Describe options for additional training beyond that included in the proposal.

d. Describe online help systems for both staff and public functions.

e. State the media and number of copies of user, administration, and technical documentation that will be provided at time of purchase. Upon request, provide a copy of the user manual(s). State any limitations for reproducing documentation.

2. **Data conversion and implementation**

a. Describe data conversion and implementation services included in this proposal. Describe Contractor and library roles and responsibilities in the data conversion process.

b. Provide names and contact information of large academic libraries that have converted from VTLS Classic to the system being specified.

c. Specify which VTLS Classic files or data are converted to the new system.

d. Provide a migration and implementation plan, including timetables and whether parallel operation of the old and new system is required.
e. Provide a copy of any implementation documentation.
f. Describe capabilities for migrating acquisitions data from a proprietary or non-MARC based system. Briefly describe the data mapping process.

3. **Testing and acceptance**

   a. Outline expectations for testing and acceptance of the system.
   b. Specify the standard warranty period, and what is covered under warranty.

4. **Support and maintenance**

   a. Detail routine maintenance required. Specify how annual maintenance costs are assessed. Specify whether maintenance and support is concurrent with the warranty period or whether costs for maintenance and support begin after the warranty period. Detail service and support covered by annual maintenance fees.
   b. Describe the certification process for upgrades and patches to the operating system and database.
   c. Describe anticipated downtime for maintenance, upgrades, and system management during periods of normal availability and on an annual basis.
   d. Describe distribution of upgrades and enhancement to the server software, including the frequency of patches and required revisions.
   e. Describe the procedure for reporting problems. Specify customer support hours and any limitations on assistance outside of normal support hours.
   f. Provide the addresses, telephone numbers, e-mail addresses, and fax numbers for any offices providing support. Specify any third party involved in support and maintenance.
   g. Describe how problems are handled by customer support, including response time, classification of problems, follow through, and turnaround time.
   h. Describe the availability of problem status reports, and any process for distributing problem solutions among customers.
   i. Attach a copy of Service Level Agreements including any optional add-ons.

D. **Costs** - Use Attachment D, Costs Summary Tab

1. Detail the proposed price for the system. Include the basis for the pricing and scalability of the proposed system. Split out costs for software, equipment, and implementation.
2. Clearly delineate and reflect by line item and total(s) any educational allowances and discounts available. Prepayment plans and discounts should be considered in the pricing schemes.
3. Include a five-year schedule for annual maintenance costs
4. Third-party software requirements: identify requirements for licensing and use of any third-party software such as transaction monitors, web servers, compilers, or security systems.

VI. **PROPOSAL PREPARATION AND SUBMISSION**

A. General Requirements:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. 1 original and 7 copies of each proposal must be submitted to:

   Virginia Tech
   Information Technology Acquisitions (0214)
   1700 Pratt Drive
   Blacksburg, VA  24060-6361

   Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

   No other distribution of the proposals shall be made by the Offeror.
2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Virginia Tech may reject proposals, which are substantially incomplete or lack key information, at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required good. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the General Information Form and addenda, if any, signed and filled out as required.

2. Offeror Information

   a. Company profile
      (a) Concisely describe the company, including its history, origin, and any affiliation to other corporate entities.
      (b) Provide the owners’ and/or principal officers’ names, length of time in the library automation field, and any other pertinent information.
(c) Describe the staff of the company in terms of total FTEs and the percentage of breakdown of FTE staff among sales, research and development, support, and other functions. Use Attachment D, Staff Directory Tab.

(d) If the company is currently for sale or involved in any transactions to expand or to be acquired by another organization, please explain.

(e) Describe the company’s involvement with library-related organizations and standards organizations.

(f) Describe the company’s strategy for keeping up with industry trends and developments in library software and systems.

(g) Describe the procedure for developing new features, including how customer input is taken, evaluated, and weighed.

b. Strategic partnerships/test sites - List any partnerships with third-party contractors, including a brief description of the services they provide. Describe any partnerships with academic libraries for developing new products or testing software.

c. Annual reports and financial data - Submit the company’s three (3) most recently audited financial statements. Provide the most recent annual report to governing boards or shareholders.

d. Company contacts - Provide a list of organizational officers directly involved in the product being bid, with their backgrounds and credentials. Identify the number and location of sales and support personnel accessible to the purchaser.

e. Users groups - Provide contact information for users groups, including website or listserv addresses. Provide the URL for any website that provides information on the company, press releases, and product information that is relevant to this proposal.

f. Customers
   (a) Describe the company’s experience in providing automation services to academic research libraries having collections of over 1 million volumes.
   (b) Provide a list of five academic libraries having over 1 million volumes using the latest or next to latest release of software for their OPAC, acquisitions, serials, circulation, reserve, open URL linking, cross-database searching systems. Include the client name, address and the name and phone number of the individual Virginia Tech has your permission to contact. Use Attachment D, Customers & Modules Tab.
   (c) Provide the names and contact information of any academic customers who have switched to another vendor and product within the last three years.

3. Responses to the requirements as noted in Section V formatted as noted above in Paragraph VI.A.2.

4. Any other supporting information as noted in Paragraph VI.A.2.c.

5. Any proposed exceptions to the RFP terms and conditions.

VII. SELECTION CRITERIA AND AWARD

A. Selection Criteria: Proposals will be evaluated by Virginia Tech using the following:

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<th>Criteria</th>
<th>Maximum Point Value</th>
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<tr>
<td>Costs</td>
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<tr>
<td>System implementation and support</td>
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<td>Vendor qualifications, experience, and financial stability</td>
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<td>Technical System specifications</td>
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<td>Functional Capabilities</td>
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B. **Award**: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror who, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359(D.), Code of Virginia.) Should Virginia Tech determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated. See Attachment C for sample contract form.

VIII. **OPTIONAL PRE-PROPOSAL CONFERENCE**: An optional pre-proposal conference will be held on **Friday, September 10, 2004 at 1:00 p.m.** in Room #115, Research Building #14, Corporate Research Center, 1770 Forecast Drive, Blacksburg, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

All questions and answers from this conference will be posted on our website: [http://ccpurch.vt.edu/LMS-RFP](http://ccpurch.vt.edu/LMS-RFP). Additional questions may be emailed to LMS-RFP@vt.edu. These questions and subsequent answers will also be posted on the website. Questions will be accepted through **Friday, September 17, 2004 at 5:00 p.m.**.

IX. **CONTRACT ADMINISTRATION**

A. John D. Krallman, Director of Information Technology Acquisitions, at Virginia Tech or his/her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech ITA Office through a written amendment to the contract.

X. **ATTACHMENTS**:

Attachment A- Special Terms and Conditions
Attachment B- General Terms and Conditions
Attachment C - Standard Contract Form
Attachment D – Spreadsheet for Costs, Staff Information and Large Customer Information
1. **AUDIT**: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

2. **CANCELLATION OF CONTRACT**: Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

3. **CONTRACT DOCUMENTS**: The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

4. **DELIVERY POINT**: Except when otherwise specified herein, all items shall be F.O.B. delivered any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

5. **IDENTIFICATION OF PROPOSAL ENVELOPE**: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

   VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY  
   Information Technology Acquisitions (0214)  
   1700 Pratt Drive  
   Blacksburg, VA 24060-6361

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Virginia Tech Information Technology Acquisitions Office.

6. **INDEPENDENT CONTRACTOR**: The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments, which shall bind Virginia Tech or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

7. **INSURANCE**: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Virginia Tech reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

   INSURANCE COVERAGES AND LIMITS REQUIRED:
   A. Worker's Compensation - Statutory requirements and benefits.
   B. Employers Liability - $100,000.00
ATTACHMENT A
SPECIAL TERMS AND CONDITIONS

C. General Liability - $500,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

D. Automobile Liability - $500,000.00

E. Builders Risk – For all renovation and new construction projects under $100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from $100,000 up to $500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

8. MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

9. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement: (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means; (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts; (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual a equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§2.1-807 through 2.1-811 of the Code of Virginia.
10. **OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at 1:00 p.m. on September 10, 2004 in Room #115, Research Building #14, Corporate Research Center, 1770 Forecast Drive, Blacksburg VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

11. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

12. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.

13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

14. **RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties for up to five successive one year periods only under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of Virginia Tech's intention to renew shall be given (approximately 90 days) prior to the expiration date of each contract period.

   A. If Virginia Tech elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional year shall not exceed the contract prices of the original contract increased/decreased by no more than the percentage increase/ decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

   B. If during any subsequent renewal period Virginia Tech elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

15. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

16. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

17. **COMMUNICATIONS:** Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the Information Technology Acquisitions Office rejects all proposals. Formal communications will be directed to the Information Technology Acquisitions Office. Informal communications including but not limited to, request for information, comments or speculations regarding this RFP to any University employee.
other than an Information Technology Acquisitions Office representative may result in the offending Offeror’s proposal being rejected.

18. **PROJECT MANAGER:** The selected Contractor agrees to provide a named individual, (“Project Manager”) to manage system implementation and subsequent maintenance. The University must approve the appointment of the Project Manager prior to the execution of any Agreement with the selected Contractor resulting from this RFP. The project Manager will be the University’s primary contact, although the Project Manager will be assisted by other members of the selected Contractor’s staff in completing key activities.

19. **RIGHT TO SELECT PROJECT PERSONNEL:** The University has the right to interview and select all of the Contractor’s personnel that will provide services under the Agreement.

20. **RIGHT TO REMOVE PROJECT PERSONNEL:** The University has the right to remove any of the selected Contractor’s personnel that will provide services under the Agreement.

21. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

22. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising without the prior written consent of Virginia Tech. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

23. **CERTIFICATION TESTING AND ACCEPTANCE:** The system specified in the contract shall be considered ready for production testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated by the contract. The system shall be deemed ready for production certification testing on the day following receipt of this documentation. Virginia Tech shall provide written confirmation of its acceptance following successful completion of the production certification test. System (software and/or hardware) payment will be authorized after the successful completion and certification test(s).
1. **ANTI-DISCRIMINATION**: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Code of Virginia, § 2.2-4343.1 E).*

In every contract over $10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
   
   2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
   
   3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to Virginia Tech and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Virginia Tech and the Commonwealth of Virginia under said contract.

3. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

4. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of Virginia Tech.

5. **CHANGES TO THE CONTRACT**: Changes can be made to the Contract in any one of the following ways:

   A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

   B. Virginia Tech may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Virginia Tech a credit for any savings. Said compensation shall be determined by one of the following methods:

      1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Virginia Tech's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Virginia Tech with all vouchers and records of expenses incurred and savings realized. Virginia Tech shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Tech within thirty (30) days from the date of receipt of the written order from Virginia Tech. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by Virginia Tech or with the performance of the contract generally.

6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Purchasing, Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia 24061, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Director of Purchasing's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Purchasing shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

7. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8. **COMMONWEALTH OF VIRGINIA PURCHASING MANUAL FOR INSTITUTIONS OF HIGHER EDUCATION AND THEIR VENDORS:** This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review in the Virginia Tech Purchasing Department or by accessing URL [http://www.purch.vt.edu](http://www.purch.vt.edu) on the Web.

9. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Tech, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Tech may have.
11. **DRUG-FREE WORKPLACE:** In every contract over $10,000 the following provisions apply:
   During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for
   the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for
   employment, a statement notifying employees that the unlawful manufacture, sale, distribution,
   dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's
   workplace and specifying the actions that will be taken against employees for violations of such
   prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the
   Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the
   foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be
   binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace"
   means a site for the performance of work done in connection with a specific contract awarded to a
   Contractor the employees of whom are prohibited from engaging in the unlawful manufacture, sale,
   distribution, dispensation, possession or use of any controlled substance or marijuana during the
   performance of the contract.

12. **EO/AA STATEMENT:** Virginia Tech, an equal opportunity, affirmative action institution covered by
    presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and
    suppliers that direct receipt of federal funds may require appropriate action on their part.

13. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their
    proposals are made without collusion or fraud and that they have not offered or received any kickbacks
    or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with
    their proposal, and that they have not conferred on any public employee having official responsibility
    for this procurement transaction any payment, loan, subscription, advance, deposit of money, services
    or anything of more than nominal value, present or promised unless consideration of substantially
    equal or greater value was exchanged.

14. **FACSIMILE PROPOSALS:** For sealed Request for Proposal (RFP) programs, an offeror may fax a
    proposal to a non-Virginia Tech third party, who in turn must deliver it, with the number of copies
    specified in the RFP, to the Purchasing Department in a sealed envelope before the proposal due date
    and time. All information requested in the Proposal Preparation and Submission section of the RFP
    must be delivered with each copy of the proposal.

15. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the
    offerors certify that they do not and will not during the performance of this contract employ illegal
    alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act
    of 1986.

16. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Virginia Tech and
    the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages
    and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any
    materials, goods, or equipment of any kind or nature, furnished by the contractor/any services of any
    kind or nature furnished by the contractor, provided that such liability is not attributable to the sole
    negligence of Virginia Tech or failure of Virginia Tech to use the materials, goods, or equipment in the
    manner already and permanently described by the contractor on the materials, goods or equipment
    delivered.

17. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Virginia
    Polytechnic Institute and State University (Virginia Tech), Information Technology Acquisitions
    Office (0214), 1700 Pratt Drive, Blacksburg, Virginia 24060-6361, by the designated date and hour.
    The official time used in the receipt of proposals is that time on the automatic time stamp machine in
    the Virginia Tech Information Technology Acquisitions Office. Proposals received in the Virginia
    Tech Information Technology Acquisitions Office after the date and hour designated are automatically
    disqualified and will not be considered. Virginia Tech is not responsible for delays in the delivery of
    mail by the U.S. Postal Service, private couriers, the intrauniversity mail system, or another means of
delivery. It is the sole responsibility of the offeror to insure that its proposal reaches the Virginia Tech Information Technology Acquisitions Office by the designated date and hour.

18. **MANDATORY USE OF VIRGINIA TECH FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Virginia Tech form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

19. **PAYMENT:**
   
   **A. TO PRIME CONTRACTORS:**
   
   1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Virginia Tech or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   
   2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
   
   3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
   
   4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
   
   5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, §2.2-4363).

   **B. TO SUBCONTRACTORS:**
   
   1. A contractor awarded a contract under this solicitation is hereby obligated:
      
      a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      
      b. To notify Virginia Tech and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
      
      c. To pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in b) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

   20. **PRECEDENCE OF TERMS:** Paragraphs 1, 2, 3, 7, 8, 9, 13, 15, 18, and 19 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other
General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

21. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Public Information Board located in the lobby of the Virginia Tech Purchasing Department, 270 Southgate Center, Blacksburg, Virginia, if the value of the transaction is $15,000 or more. Award information may also be obtained by contacting the buyer whose name appears on the solicitation.

22. **QUALIFICATIONS OF OFFERORS:** Virginia Tech may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Virginia Tech all such information and data for this purpose as may be requested. Virginia Tech reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Virginia Tech further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Virginia Tech that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

23. **TAXES:** Sales to Virginia Tech and the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

24. **TESTING AND INSPECTION:** Virginia Tech reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

25. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price(s) offered are for FOB destination and include only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

26. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation; the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which Virginia Tech in its sole discretion determines to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Tech to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

27. **NONDISCRIMINATION OF CONTRACTORS:** An offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faithbased organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

28. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [http://www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates
government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to Virginia Tech should participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. Failure to register may result in the proposal being rejected.

29. PARKING PERMITS: Effective October 31, 2002, Virginia Tech Parking Services will require the purchase and display of a parking permit for all vendor/business/contractor vehicles, privately and company owned, that park on campus. The cost of the permit is the same as the faculty/staff permit. Permit options include one year, six months, three months, summer, or day. Permits are available through application at Virginia Tech Parking Services, 455 Tech Center Drive, Blacksburg, Virginia 24061. Additional information is available at [http://www.parking.vt.edu/vbc.htm](http://www.parking.vt.edu/vbc.htm) or by calling Parking Services at (540) 231-3200.
ATTACHMENT C

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _______________________

This contract entered into this ____ day of ____________ 20___, by ______________________, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Library Management System to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _________________________ through ________________________.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Request For Proposal Number 646386 dated August 12, 2004, together with all written modifications thereof and the proposal submitted by the Contractor dated ______ and the Contractor's letter dated ________, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: Virginia Tech

By: ____________________________ By: ____________________________

Title: ____________________________
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<th></th>
<th>One-time costs</th>
<th>First year</th>
<th>Second year</th>
<th>Third year</th>
<th>Fourth year</th>
<th>Fifth year</th>
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<td>Recommended hardware including shipping (itemize)</td>
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<td>Recommended workstation configuration</td>
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<td>Staff workstation (per unit)</td>
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## Attachment D

### STAFF DIRECTORY

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<tr>
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<th>Research &amp; Development</th>
<th>Support</th>
<th>Other</th>
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(1) Please attach a resume or other summary for each Principle/Owner including info requested in VI.B.2.a(b)
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<tr>
<th>Library Name and Address</th>
<th>Contact name and Title</th>
<th>Contact phone number</th>
<th>Software version or release in use (OPAC, Acquisitions, Serials Control, Cataloging and Authority Control, and Circulation)</th>
<th>Optional Products</th>
<th>Electronic Reserves</th>
<th>OpenURL linking product</th>
<th>Cross-database search product release</th>
<th>Interlibrary Loan</th>
<th>Media Booking</th>
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1. Please note whether any of these modules are not implemented or if it is running at a different version.
2. Please indicate whether these modules are implemented and what version, if different from base system.