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# STATE OF WASHINGTON

## Request For Proposal (RFP)

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<b>Acquisition Title:</b>	<b>RFP No. 05-13: Library Database Products</b>
<b>Expected Results:</b>	<p>As a result of this RFP, a contract or contracts will be awarded to provide Library Database Products on behalf of the Washington State Library Division of the Office of the Secretary of State and the Statewide Database Licensing Committee. The contract(s) shall include and take advantage of the latest technologies available in industry for services outlined in this RFP.</p> <p><b><u>Letter of Intent Due Date - Time: September 22, 2004 - 3:00 PM PDT (see Section 2.2)</u></b></p>
<b>Response Due Date:</b>	<p>This solicitation is open from <u>September 10, 2004</u> through <u>October 13, 2004</u>. All proposals must contain:</p> <ul style="list-style-type: none"><li>• One (1) original paper version plus three (3) additional paper copies, and</li><li>• One (1) electronic version via email (preferred) or CD, using Microsoft Word 2002 as the format for all written proposals.</li></ul> <p><b>All copies referenced above must be received at the address below by 3:00 PM Pacific Time, October 13, 2004. Late or faxed responses will not be accepted.</b></p>
<b>Submit Response to:</b>	<p>Will Stuiivenga, RFP Coordinator E-mail: <a href="mailto:wstuiivenga@secstate.wa.gov">wstuiivenga@secstate.wa.gov</a> Washington State Library Division Office of the Secretary of State PO Box 42460 Olympia WA 98504-2460 Reference: Library Database Products</p>
<b>Vendor Eligibility:</b>	<p>The solicitation is open to those individuals or organizations that satisfy the qualifications stated herein.</p>
<b>Special Notes:</b>	<p>Proposers may access the RFP documents through the Office of the Secretary of State Washington State Library Division web site located at <a href="http://www.secstate.wa.gov/library/libraries/sdl/">http://www.secstate.wa.gov/library/libraries/sdl/</a>.</p> <p>The RFP Coordinator is the sole point of contact for this procurement. All communication between the Proposer and the State regarding this solicitation shall be in writing and solely with the RFP Coordinator; e-mail is preferred via the e-mail address listed above and in Section 2.1. Proposers are to rely on written statements issued exclusively by the RFP Coordinator. Any other communication will be considered unofficial and non-binding. Communications directed to parties other than the RFP Coordinator will have no legal bearing on this RFP or the resulting contract.</p> <p>Proposers agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample purchased services contract. If there are any exceptions to these terms, Proposers shall describe those exceptions in detail on a page attached to the submitted proposal.</p> <p>Separate Proposals shall be submitted for the General Periodicals and Newspaper components of the RFP.</p> <p>Materials submitted in response to this competitive procurement shall become the property of OSOS/WSL. See Section 2.9 for further details.</p>

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# 1 INTRODUCTION

## 1.1 Procurement Schedule

The schedule listed below contains estimated dates of the activities related to this Request for Proposal (RFP). In the event it becomes necessary to revise these dates, the RFP Coordinator will share this information with all Proposers who submit a Letter of Intent by September 22, 2004. For this purpose, any revision of the Estimated Schedule of Events shall be considered an addendum to the RFP.

### Estimated Schedule of Events

Date	Event
9/10/04	Issue RFP ( <i>RFP available for download from OSOS/WSL Internet site</i> )
9/22/04	Letter of Intent Due (reference RFP Section 2.2)
10/13/04	Formal Response Date. All Proposals Due by 3:00 PM PDT.
10/14/04 – 11/24/04	Conduct Phase One Evaluations to determine Qualified Proposers (QPs)
10/14/04 – 10/18/04	Screen Proposals for Minimums (Section 4)
10/18/04 – 11/3/04	Score Sections 5, 6, 7 to determine QP finalists
10/27/04 – 11/3/04	Set up access to finalist database packages
11/8/04 – 11/24/04	Conduct Professional Database Reviews
12/6/04	Announce QPs
12/9/04 – 12/10/04	QP Oral Interviews and Demonstration
12/13/04 – 12/15/04	Conduct Phase Two Evaluations
12/20/04	Announce Apparent Successful Vendor(s)
12/20/04 – 1/31/05	Contract Negotiations
2/01/05	Award Contract(s)

## 1.2 Introduction and Background

In fall of 1997 the Washington State Library Commission (WSLC) allocated \$500,000 of the state's federal Library Services and Technology Act (LSTA) money to procure databases on behalf of the libraries and people of Washington. A committee representing all types of libraries in Washington State was formed and in spring 1998 a Request for Qualification and Quotation was issued inviting proposals for full-text Washington State newspapers and full-text general periodicals. Following a review and evaluation process that took into account the best interests of the entire library community in the state, the ProQuest family of databases published by UMI (today ProQuest Information and Learning) was selected. The initial contract covered the period from October 1998 through December 31, 2000. 65 public libraries, 15 four-year academic libraries, 31 community college libraries, 23 medical libraries, 26 tribal libraries and over 1,500 school libraries joined the initial statewide contract.

During the year 2000, an RFP (Request for Proposals) was issued, which resulted in another contract with ProQuest, this time for 18 months, with four optional one-year extensions, the last of which has been exercised for the period of July 2004 through June 2005. In the current contract, the LSTA money (\$500,000 per year) has been approximately one-half (½) the cost of the total contract.

Now the Washington State Library (WSL) Division of the Office of the Secretary of State (OSOS) is seeking proposals from vendors for statewide contracts for Washington newspapers and general periodicals and to cover at least the period of time July 2005 through June 2007. OSOS/WSL is acting on behalf of the citizens of the State of Washington, as represented by the Washington State Library Division of OSOS, the Statewide Database Licensing Committee (SDLC) and the libraries in Washington State, hereinafter collectively referred to as the CUSTOMER. The purpose of this RFP is to competitively select a single Proposer to provide a General Periodical database, a single Proposer to provide a Newspaper database, or a single Proposer to provide both types of databases.

No increase in LSTA funding is anticipated for the upcoming contract. Respondents should understand that any increase in the cost of the upcoming contract will be shouldered by the already financially burdened participating libraries. This may have the effect of reducing the overall level of participation in

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the upcoming contract, and could require a negotiated reduction in the upcoming contract amount (see Exhibit F.3).

Once a contractor(s) is selected, OSOS/WSL will administer the contracts and will pay the portion of the fees that will come from the federal LSTA funds. The selected contractor(s) will also be required to have a billing and licensing arrangement with each participating library or, for the K-12 school libraries, with the Office of the Superintendent of Public Instruction (OSPI) and/or the Educational Service Districts (ESD) acting on behalf of their member school districts and schools. The SDLC will apportion costs among the participating libraries and OSOS/WSL will provide the contractor with information on what to bill each participant.

### **1.3 Purpose and Vision**

Through Washington libraries, all Washingtonians will have access to a range of electronic database products with which to address their informational and educational needs. And, Washington libraries will be able to leverage their resources to gain cost effective access to database products. A committee of representatives from all types of libraries known as the Statewide Database Licensing Committee (SDLC) is guiding this project and making decisions on behalf of the library community.

OSOS/WSL will solicit a qualified vendor(s) for negotiation of database licenses on behalf of CUSTOMER. Prior to contract award, OSOS/WSL will coordinate the negotiation process with as many libraries as may choose to license the database product(s) based upon the Proposer's pricing. Some of the libraries may be existing customers who wish to continue with a particular vendor under a group price. Some may be libraries that will switch from a different product in order to take advantage of group prices. And some of the libraries may be new customers who have not previously licensed any database products from the qualified vendor(s).

An underlying assumption is that each library has appropriate hardware and software already in place to take advantage of graphical, web-based database products. If any proposal requires any additional hardware or software in order to use specific products, this must be described in full when the products are described during the response to Section 5.27.

### **1.4 Delivery Location(s)**

A significant portion of the services required by the contract(s) will be delivered via the Internet to library service locations (generally, library buildings) in Washington. Most libraries will also elect to offer remote access to licensed database products from their customers' homes, dorm rooms, offices or workplaces, and via wireless Internet services, wherever they have Internet access. Remote access may also be provided via a statewide website portal designed and maintained by OSOS/WSL. Residents with no local library service will be able to access the database products via the statewide portal. Appropriate patron authentication methods will be implemented by the Contractor and the individual libraries working together.

OSOS/WSL and SDLC expect that every library participating in this Contract(s) and/or using products acquired under this licensing process takes appropriate measures to ensure that electronic database products are only used by authorized customers of that library. The OSOS/WSL cannot and will not play a policing role in this matter. OSOS/WSL is committed to educating staff of Washington libraries, particularly libraries that are new to this process, about their responsibilities and authentication options.

### **1.5 Minimum Qualifications**

Firms responding to this RFP must have the following qualifications:

1. Licensed to do business in the State of Washington.
2. 3 years experience providing services similar to those described in this RFP.

### **1.6 Expected Result**

The expected result of this RFP is to award a term contract or contracts to a Contractor or Contractors to provide Library Database Products, as described herein, on behalf of the CUSTOMER (reference Section 2.5). OSOS/WSL intends to acquire these services through a two-phase competitive process. A successful proposal may include a response to a single category, or include two categories, as described herein.

## **1.7 Best Value Award**

It is the intention of OSOS/WSL to award the contract(s) in part or in total on a Best Value basis. For the purposes of this RFP, Best Value is defined as a contract awarded on the basis of greatest overall value to the CUSTOMER in terms of content, cost, performance, quality, service, and other factors. To this end, OSOS/WSL highly encourages innovative proposals that will produce the most favorable outcome and Best Value to the CUSTOMER.

## **1.8 Funding**

Database products will be paid for in a variety of ways. Federal LSTA money will be used to pay an amount not to exceed \$1,000,000 (\$500,000 per year) toward the total cost for the contract(s). The remainder of the contract amount will be paid by the participating libraries, which will use local funds to pay their portion of the costs. If any contract extensions are offered by OSOS/WSL and accepted by the vendor(s) (see Section 2.4), OSOS/WSL will continue to use Federal LSTA money to subsidize the contract(s) at the rate of \$500,000 per year, with the remainder paid by the participating libraries. In the future, the Washington State Legislature may be requested to provide funding for all or part of the contract. Any contract awarded as a result of this RFP is contingent upon the continued availability of CUSTOMER funding.

In the event that separate contracts are awarded for the General Periodical and Newspaper components of this RFP, LSTA monies will be divided on a percentage basis. For example, if the General Periodical contract represents 60% of the total contracts awarded, and the Newspaper contract represents 40% of the total, 60% of the LSTA monies will go toward the General Periodical contract and 40% toward the Newspaper contract.

## **1.9 Agency Responsibilities and Resources**

OSOS/WSL's role in this process shall include, but not be limited to, negotiation with Apparently Successful Proposers to establish a contract(s) that will include "not to exceed" pricing for various Database Products; and, as feasible, facilitating licensing groups for other discounted products from the contract.

OSOS/WSL will not be responsible for any license agreements entered into by any library other than OSOS/WSL as a result of this procurement activity.

OSOS/WSL will not be involved in the day-to-day use of Database Products by libraries that license products under this contract. Should questions arise or if troubleshooting is required, a Licensee will deal directly with the Contractor.

OSOS/WSL will pay an amount not to exceed \$1,000,000 for the cost of the initial two-year contract(s) from federal LSTA monies, and any remaining cost of the database products will be divided among the participating libraries. As of the writing of this RFP, the mechanism to share funding, and levels of cost sharing is being revisited. As described in Section 7.2, it will be necessary for vendors to bill individual libraries. OSOS/WSL will tell the Contractor(s) which libraries will participate in the statewide contract(s) and how much money to bill each library.

## **1.10 Patent and Copyright Indemnification**

Contractor will, at its expense, defend, settle or otherwise manage at its own cost and expense any claim against a Licensee that Database Products supplied hereunder infringe any patent, copyright, utility model, industrial design, mask work or trademark that arises solely from OSOS/WSL's or Licensees' use of the services. Contractor will pay resulting costs, damages and attorneys' fees finally awarded provided that Licensee:

- Promptly notifies Contractor in writing of the claim; and
- Cooperates with and agrees to use its best efforts to encourage the Washington State Office of the Attorney General or its attorney to grant Contractor sole control of the defense and all related settlement negotiations.

Contractor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by Licensee, except costs paid to the Office of the Attorney General or a Licensee's attorney as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, Licensee agrees to permit Contractor at its option and expense, to (a) procure for Licensee the right to continue using the Electronic Database Products, (b) modify such Electronic Database Products so that it is non-

infringing, or (c) replace or modify the same so that they become non-infringing and functionally equivalent.

## 1.11 Copyright

The Proposer is responsible for legally obtaining copyright to items offered in the database products. Copyright fees must be included in any prices quoted.

### Definitions and Acronym Glossary

- A. **Agency:** The Washington State Library Division of the Office of the Secretary of State (OSOS/WSL) is the agency of the State of Washington that is issuing this RFP.
- B. **Apparent Successful Vendor(s) (ASV):** The Proposer(s) selected as a result of the RFP evaluation to enter into final contract negotiations with OSOS/WSL and the CUSTOMER. The ASV becomes a Contractor upon execution of a contract.
- C. **Business Days and Hours:** Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, (local time in Olympia, WA) except for holidays observed by the State of Washington.
- D. **CLP:** Cooperative Library Project; members include the six state-funded universities.
- E. **Contractor:** A vendor performing work under a contract resulting from this RFP.
- F. **CUSTOMER(S):** The citizens of the State of Washington, as represented by the Washington State Library (WSL) Division of the Office of the Secretary of State (OSOS), the Statewide Database Licensing Committee (SDLC) and the libraries in Washington State on whose behalf services are eventually procured as a result of this RFP.
- G. **Electronic Database Products (Database Products):** Digital collections of information resources that may include some or all of the following: indices, citations, abstracts, full-text, images, charts, maps, tables, directories, encyclopedias, statistical references, biographies, including newspapers and periodicals of general or academic interest covering the arts, business, trade and industry information, education, humanities, law, military, multicultural and international topics, sciences, psychology, social sciences, consumer and professional health publications, etc. These full production commercially released Database Products include a front-end search tool or engine. A vendor may have content control over the Database Product(s) they wish to promote, and/or the vendor may be a provider for databases that originate with third parties.
- H. **Informational Requirement (IR):** An Informational Requirement provides information to help libraries decide if they wish to license a product. Information requirements are not scored but if information is not provided as requested, the proposal will not be considered further.
- I. **Interlibrary Loan (ILL):** An interlibrary loan is a transaction in which, upon request, one library loans an item from its collection, or furnishes a copy of the item, to another library not under the same administration or on the same campus.
- J. **Licensor:** A Licensor is a Contractor selected to provide Database Products to a Licensee.
- K. **Licensee:** A Licensee is a library that determines to provide access to a Database Product to its customers. The Licensee will sign a license agreement with a Contractor and be responsible for adhering to all provisions of that agreement.
- L. **LSTA:** Library Services & Technology Act
- M. **Mandatory Requirement (MR):** A Mandatory Requirement sets forth minimal information that must be considered, capabilities that must be provided or minimum performance levels that must be met by the Proposer and are scored as pass or fail. OSOS/WSL may eliminate from the evaluation process any proposal not fulfilling all mandatory requirements or not presenting an acceptable alternative.
- N. **OID:** Oral Interview & Demonstrations, Phase Two of the RFP award evaluation
- O. **OSOS / WSL:** Office of the Secretary of State of Washington State, Washington State Library Division
- P. **Proposer:** A vendor submitting a Proposal in response to this RFP.
- Q. **Proposal:** A Proposer's formal response to this RFP.
- R. **Qualified Proposers (QP):** Proposers who have been successfully selected through the RFP evaluation process to proceed to Phase Two – Oral Interview & Demonstrations.
- S. **RFP:** The Request for Proposal used as a solicitation document in this procurement, as well as all amendments and modifications thereto.
- T. **SDLC:** Statewide Database Licensing Committee
- U. **Scored Requirement (SR):** A Scored Requirement is an essential CUSTOMER need that must be met by the Proposer and will be assigned a point value. Proposer's are required to respond to all scored requirements. Scored requirements represent the minimum acceptable level the agency will accept.
- V. **Vendor:** [Vendor's Name], its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity submitting a formal response to this RFP and offering to perform services under this Contract. It shall also include any Sub-Contractor retained by vendor as permitted under the terms of this Contract.

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## 2 GENERAL INFORMATION

### 2.1 RFP Coordinator

The RFP Coordinator is the sole point of contact for this procurement. All communication between the Proposer and OSOS/WSL or CUSTOMER, upon receipt of this RFP, shall be with the RFP Coordinator as follows:

<b>Will Stuiivenga, RFP Coordinator</b>	E-mail:	wstuiivenga@secstate.wa.gov
Washington State Library Division	Phone:	360.704.5217
Office of the Secretary of State	Fax:	360.586.7575
6880 Capitol Boulevard S		
Mailing address: P.O. Box 42460 Olympia, WA 98504-2460		

Contact the RFP Coordinator (**E-mail preferred**) if you have any questions or concerns, including but not limited to the Procurement Schedule indicated in Section 1.1. Any other communication will be considered unofficial and non-binding. Proposers are to rely on written statements issued exclusively by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will have no legal bearing on this RFP and/or the resulting contract(s). Answers to questions from Proposers will be sent via e-mail only to those who have submitted a Letter of Intent by September 22, 2004.

### 2.2 Letter of Intent To Propose

Vendors interested in participating in this proposal process **must** have an authorized representative provide a Letter of Intent To Propose via e-mail (**preferred**), fax or mail to the RFP Coordinator no later than **September 22, 2004 – 3:00 PM, Pacific Time**. This Letter should also indicate which categories the vendor is interested in: General Periodical Database Component, Newspaper Database Component, or both components.

Failure to submit this Letter of Intent To Propose as scheduled shall be grounds to consider a proposal non-responsive. In addition, Vendors who do not submit a Letter of Intent will not be notified of any amendments to this RFP, or be provided with Questions and Answers.

### 2.3 Qualified Proposer Selection Process & Getting to Award

Upon receipt, and after the formal RFP due date, all proposals will be reviewed by OSOS/WSL for responsiveness. This initial review phase is a pass/fail process. Any proposal not meeting a Mandatory Requirement (Section 4) or including all Informational Requirements may be disqualified and such Proposers will be notified via E-mail or fax. Those proposals successfully passing the initial responsiveness phase will then be evaluated and scored based on responses to Sections 5 – Specifications Related to Business Practices; Section 6 – Specifications Related to Database Content; and Section 7 – Product Pricing. Proposals scoring significantly lower than the rest may be dropped at this stage. Top scoring proposals will receive the independent product review by librarians, concluding Phase One. . QPs will then be invited to participate in the Oral Interviews and Demonstrations (OIDs) before the SDLC and other authorized attendees as determined by OSOS/WSL and the CUSTOMER. The OIDs are tentatively scheduled for December 9-10, 2004 in Des Moines, Washington. Upon completion of the OIDs (Phase Two), the SDLC will further evaluate the QPs and determine the Apparent Successful Vendor(s) (ASV). Once selected, and if deemed necessary, the ASV will be asked to attend a final interview and enter into contract negotiations with OSOS/WSL, after consultation with the SDLC, prior to final award.

### 2.4 Period of Performance

The Contract resulting from this RFP shall be for an initial **two (2)-year term** that will commence on **July 1, 2005** and be in effect through **June 30, 2007**.

OSOS/WSL, after consultation with the SDLC, may offer to extend the Contract for up to **four (4)** additional one-year periods or other portions thereof as is deemed in the best interest of the CUSTOMER. Any extension will be subject to mutual agreement between OSOS/WSL and the Contractor. The total contract(s) term may not exceed six (6) years.

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## **2.5 Acceptance Period**

Proposals must provide 160 days for acceptance by OSOS/WSL from the due date for receipt of proposals.

## **2.6 Responsiveness**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions as specified in the RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. OSOS/WSL reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.7 Insurance Coverage**

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit B, Sample Purchased Services Contract.

Worker's Compensation Coverage: The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

## **2.8 Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.9 Proprietary Information/Public Disclosure**

Materials submitted in response to this competitive procurement shall become the property of OSOS/WSL.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by OSOS/WSL and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified as well as the particular exception from disclosure upon which the Vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSOS/WSL will consider a Vendor's request for exemption from disclosure; however, OSOS/WSL will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

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### 3 PROPOSAL CONTENTS

**Vendors interested in submitting a proposal for both database categories (general periodicals and newspapers) must submit a completely separate proposal for each component.** Proposals must be submitted in accordance with Section 3.3. Tabs must be used to separate major sections of the paper copy of the proposal. The eight major sections of the proposal are to be submitted in the order noted below:

- 1 Letter of Submittal
- 2 Certifications and Assurances form (Exhibit A to this RFP)
- 3 Required Proposer Information (Exhibit D)
- 4 Mandatory Requirements (Section 4)
- 5 Specifications Related to Business Practices (Section 5)
- 6 Specifications Related to Database Content (Section 6)
- 7 Product Cost Proposal (Exhibits F and G)
- 8 References (Exhibit H)

Proposals must provide information in the same order as presented in this document with the same headings. Each section must be addressed to demonstrate a Proposer's qualifications to fulfill the designated services. Proposers are responsible for ensuring that responses are complete and understandable by evaluators. Incomplete or vague responses that do not adequately demonstrate that the proposal meets these requirements may be considered non-responsive and may be rejected.

The proposal responses require information, as defined above. All requested information from these eight major sections is Mandatory. OSOS/WSL will select the QPs based upon satisfaction of all of the requirements described in this RFP (reference Exhibit C, Checklist for Responsiveness).

The evaluated areas in this RFP are: Mandatory Requirements, Specifications Related to Business Practices, Specifications Related to Database Content, Professional Review and the Product Cost Proposal (Phase One); and the Oral Interview & Demonstrations (Phase Two). All proposals will receive a single score for each Phase One section (see Section 8 for details). These will be summed to provide a total score for each proposal. Top scoring Proposers will be selected to proceed to Phase Two.

For both RFP categories, failure to provide adequate information that demonstrates to the evaluators that your proposal meets the requirements shall constitute grounds for disqualification and shall be established by any of the following conditions:

- a) The Proposer states a requirement cannot be met.
- b) The Proposer fails to include information requested.
- c) The Proposer fails to include sufficient information to substantiate that a given requirement can be met.

**Note: A response of "will comply" or "meets requirement" is not sufficient, and will be deemed non-responsive.**

#### 3.1 Letter of Submittal and Certifications and Assurances

A Letter of Submittal, and the Certifications and Assurances form (Exhibit A to this RFP), must both be signed and dated by a person authorized to legally bind the Proposer to a Contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner if a partnership, or the proprietor if sole proprietorship.

#### 3.2 Required Proposer Information

Provide the required company information in the order and format provided in Exhibit D. Failure to respond to each requirement may disqualify the Proposer from further participation in this RFP. Copy the format for multiple entries, as necessary, to respond to each element of required information.

### 3.3 Proposal Submission Format

This solicitation is open from September 10, 2004 through October 13, 2004. **All proposals must contain:**

- **One (1) original paper version plus three (3) additional paper copies, and**
- **One (1) electronic version via email (preferred) or CD, using Microsoft Word 2002 as the format for all written proposals.**

**All copies referenced above must be received at the address below by 3:00 PM Pacific Time, October 13, 2004. Late or faxed responses will not be accepted.**

The preferred word processing format for all proposals is Microsoft Word 2002; if this presents any problem or issue, Proposers should contact the RFP Coordinator immediately. Clearly mark your response: RFP 05-13 Library Database Products, Attention: Will Stuiivenga, RFP Coordinator. **The proposal, whether mailed or hand delivered, must arrive at OSOS/WSL, at the address, date and time indicated on the cover page of this RFP.** All proposals and any accompanying documentation become the property of OSOS/WSL and will not be returned. Proposals submitted by fax or e-mail (with the exception of the required electronic version) will not be accepted and will be considered non-responsive.

The original paper version, and all other paper copies of the proposal must be on eight and one-half by eleven (8-1/2 x 11) inch paper and bound/secured with tabs separating the major sections of the proposal. Refer to Exhibit C, Checklist for Proposal Contents and Responsiveness, which has been designed and organized as a template for the preparation of responses. Use of the outline and templates in Exhibit C is mandatory. Proposals that fail to follow the outline or use the templates will be considered non-responsive and will not be considered. In the event of a discrepancy between the paper version and the electronic version, the original paper version will prevail, however, the RFP Coordinator reserves the right to seek clarification from the Proposer.

In a joint effort to save costs, reduce waste and produce energy savings, Proposers are encouraged to use double-sided printing and recyclable materials. Proposers are highly encouraged to refrain from submitting RFP responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

### 3.4 Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, the RFP Coordinator will share this information with all Proposers who submit a Letter of Intent by September 22, 2004. For this purpose, any pertinent information and answers to substantive questions by these Proposers shall be considered an addendum to the RFP.

OSOS/WSL reserves the right to amend, cancel or to reissue the RFP in whole or in part, prior to execution of any contract(s).

## 4 MANDATORY REQUIREMENTS (MR)

Requirements set forth in this Section are **mandatory** and indicate the minimal information that must be considered, capabilities that must be provided, or minimum performance levels that must be met by the Proposer. MR's will be evaluated on a Pass/Fail basis. Those proposals not passing this evaluation level will be dismissed from further evaluation. *Note: The Mandatory Requirements apply to both Database Products unless otherwise indicated.*

### 4.1 Web-based Products

Proposer's databases must be accessible via the Internet and viewable using a standard internet browser (i.e., Explorer, Netscape or Safari). Are the products in your proposal web-accessible? (Must be Yes to continue.)

### 4.2 Language

Proposer's databases shall be in the English Language. Is this an English-language product? (Must be a Yes to continue.)

#### **4.3 Full Production Products**

Proposer's databases shall be versions that are fully implemented and thoroughly tested. Alpha and beta tested products shall not be allowed under this Contract. Is the product in full commercial release? (Must be a Yes to continue.) How long has the product (both the database and the search engine/interface) been available?

#### **4.4 Copyright & Royalty Fees Included in Price**

Are all copyright and royalty fees included in the product price? (Must be Yes to continue.)

#### **4.5 Remote Access**

"Remote access" is defined as access from workstations in buildings on the same telecommunications network as the library (e.g., college campus for an academic library, city hall for a public library, etc.), and access from home, office or other outside-the-library locations used by the library's customers. Does this proposal include remote access to the databases at no additional charge? (Must be Yes to continue.)

#### **4.6 Results Output Options**

Is the end user able to print, download and e-mail results of database searches, at no additional charge? (Must be Yes to continue.)

#### **4.7 Training**

On an annual basis, Proposer must be prepared to provide at least 30 8-hour days of hands-on training for library staff at sites in Washington State, at no additional charge. Typically there will be two training sessions per day. It is not expected that the full 30 days of training will be required in years subsequent to the initial year of the contract, unless there are significant changes to the product or interface, in which case the full complement of training may be required. To respond to this point, indicate your commitment to this minimum level of training.

#### **4.8 Statistics**

Proposers must provide free usage statistics in an easy to use electronic format. To respond to this point, briefly indicate the type of statistics you make available electronically to the CUSTOMERS.

#### **4.9 General Periodicals Database – Minimum Title Content**

CUSTOMERS are seeking a database package of primarily full text magazine and journal articles. The database package must offer a minimum of 2500 titles and at least 60% of these should be full-text. All articles must include indexing, citation and/or abstracting as a minimum requirement, and some articles will be covered only by indexing, citation, and/or abstracting. To respond to this point, briefly state the number of titles and percentage of full-text in the proposed database package.

#### **4.10 Newspaper Database – Minimum Title Content**

CUSTOMERS are seeking a full-text database of primarily Washington State daily newspapers. The proposed newspaper package must offer full-text access to at least two major Washington State daily newspapers (major = daily circulation of at least 100,000) at least one of which must be a Seattle paper, and at least three other Washington State daily newspapers, one of which should be the Spokane paper, and at least one newspaper of national stature (*New York Times*, *Washington Post*, etc.). The coverage for these papers must include all stories allowed by the publisher and not be limited to selective topical coverage such as business news. To respond to this point, state the daily newspaper titles included in the package and describe the extent of coverage for each title including start date and daily circulation numbers.

### **5 SPECIFICATIONS RELATED TO BUSINESS PRACTICES (SCORED)**

The purpose of this Section is to provide OSOS/WSL and the CUSTOMER with evidence that the Proposer has sufficient technical ability and experience in providing services in the Service category(ies) for which they are proposing to provide services.

#### **5.1 Statistics for Local Libraries (25 points)**

Describe your statistics program or service and tell how you assist libraries in retrieving usage reports.

##### **5.1.1 Are the statistics reported compliant with Project COUNTER: <http://www.projectCounter.org>?**

- 5.1.2 Can you provide statistics that follow the recommended guidelines of the International Coalition of Library Consortia: <http://www.library.yale.edu/consortia/2001webstats.htm>?

At a minimum, it should be possible to generate statistics for each institution as follows: (check all that apply, and provide brief descriptions or explanations as needed).

- 5.1.3  Total logins
- 5.1.4  Overall number of citation and/or full text requests
- 5.1.5  Requests on a journal title basis
- 5.1.6  Articles viewed (full text or PDF), articles e-mailed, downloaded or printed
- 5.1.7  By remote usage vs. in-library use
- 5.1.8  Statistics are generated at least monthly
- 5.1.9  Statistics are available in an electronic format, preferably compatible with spreadsheet software such as Microsoft Excel
- 5.1.10  Statistics can be obtained by the Customer without vendor intervention whenever desired
- 5.1.11  Statistics retrieval system is user friendly and easy to use without special training
- 5.1.12 List any known compatibilities and/or incompatibilities with third party vendor statistical systems such as those employed by ILS vendors.

Scoring: 2 points for each satisfactory answer for 5.1.1 to 5.1.11, and up to 3 points for 5.1.12, for a maximum total of 25 points.

## 5.2 Statistics for the Entire State (16 points)

As the Washington State Legislature may be asked to contribute funds toward the purchase of databases for Washington citizens in the future, information about the use of such databases becomes critical. Describe your company's ability to provide summary statistics. What work will be required of individual Washington libraries, or the Washington State Library, to enable summary statistics to be compiled and made available? Ideally, a Proposer will be able to provide statistics to the Project Director and the SDL Committee at a summary level for the following criteria (check all that apply, and provide brief descriptions or explanations as needed):

- 5.2.1  By library type (e.g., all community college libraries or all medical libraries)
- 5.2.2  By libraries as part of a geographic subset that would be defined differently for different library types (e.g., all public libraries in a county or all schools in an Educational Service District)
- 5.2.3  By library system (e.g., all branches of a large public library, all schools in a school district)
- 5.2.4  By all libraries participating in the statewide contract
- 5.2.5  By remote access compared to in-library use for each of the above categories
- 5.2.6  Statistics are generated monthly, with annual cumulations
- 5.2.7  Statistics are available in an electronic format, preferably compatible with spreadsheet software such as Microsoft Excel.
- 5.2.8 Describe any differences between deliveries of summary statistics compared with delivery of statistics to a local library.

Scoring: 2 points for each satisfactory answer, up to a total of 16 points.

## 5.3 Authentication (24 points)

Proposers are to indicate (by checking the box to the left of the method) all authentication methods they support today. Include qualifying remarks as needed.

- 5.3.1  Referring URL
- 5.3.2  CGI
- 5.3.3  Password
- 5.3.4  IP address recognition
- 5.3.5  Patron barcode ID (patterned ID)
- 5.3.6  Customer's proxy server
- 5.3.7  Cookie authentication
- 5.3.8  Other; describe: \_\_\_\_\_
- 5.3.9 It is expected that Proposer will provide access via authentication systems currently in use by member libraries. List/explain any authentication methods considered unsatisfactory by Proposer.

- 5.3.10 In addition to explaining the ways you assist a subscriber to authenticate directly to your company and Database Product, describe your compatibility with third-party authentication products such as the Remote Patron Authentication product from Epixtech: <http://www.dynix.com/products/addon/rpa.asp> or EZProxy from Useful Utilities: <http://www.usefulutilities.com/>.
- 5.3.11 Provide a list of known compatibilities and/or incompatibilities with third-party authentication products.
- 5.3.12 Is your Database Product compliant with the portion of the NISO Circulation Interchange Protocol (NCIP), ANSI/NISO Z39.83: [http://www.niso.org/standards/resources/NCIP\\_Resource\\_Page.html](http://www.niso.org/standards/resources/NCIP_Resource_Page.html) which pertains to controlled access to electronic resources?

Scoring: 2 points for each satisfactory answer, up to a total of 24 points. Under 5.3.9 points are awarded for the absence of a reply.

#### **5.4 Training for End-Users (20 points)**

Briefly summarize training and/or point of use materials that are available for end users. Are said materials available in electronic formats, such that they can be adapted or customized for local use? Are samples available (preferably online) for examination? Proposer must state if there are charges for these training aids; if so, itemize on Exhibit F - Cost Proposal Table.

Scoring:

20 points = both printed and web-based end user training materials are available for libraries at no charge.

10 points = Proposer supplies only printed or only web-based end user training materials at no charge.

5 points = end user training materials are available for libraries for a charge.

0 points = Proposer does not make end user training materials available.

#### **5.5 Training for Library Staff (25 points)**

The provision of ongoing training contributes to increased usage and awareness of database resources. Up to 30 days of training time is to be provided each year, at the discretion of OSOS/WSL staff. It is assumed that approximately 60% of the training offered each year will be allocated to the K-12 community through the nine Educational Service Districts, and the remainder will be for training staff from other libraries. Training sessions will be tailored to the target audience but will be opened up to other types of libraries. Describe your training program for the various library staffs that will be using your Database Products. Do you provide training specifically designed to aid K-12 teacher librarians to integrate database use into the curriculum? Share examples of other large-scale training programs you have undertaken that have reached a variety of user audiences and levels. Describe how much of the training logistics your company will undertake and what you expect will be handled by staff at the State Library or by local hosts. Are sample training materials available (preferably online) for examination?

Scoring:

Proposer describes an aggressive training plan that offers at least 30 days per year (5 points) and includes Proposer's representatives handling most of the logistical details (5 points), and Proposer describes prior experiences that are relevant to Washington State situation (5 points), including K-12 training integrated into the curriculum (5 points); sample training materials are available for examination (5 points) up to a total of 25 points.

#### **5.6 Promotional Materials (20 points)**

An extensive public information campaign will be mounted to ensure that end users are aware of electronic products offered by libraries to the people of the state. Please describe the type of assistance that your company would offer to this campaign should you be awarded a statewide contract. Explain promotional materials you would provide at no charge, such as bookmarks, posters, and generic press releases that libraries could tailor to their local situation, etc. Are sample promotional materials available (preferably online) for examination? Are the materials available in electronic form such that they can be easily adapted or customized for local use? (End-user training materials you provide to libraries should be discussed in question 5.4).

Scoring:

20 points = Proposer describes a plan to provide assistance and materials for the public information campaign at no additional charge. Materials can be easily adapted or customized for local use (materials should be available in electronic format).

15 points = same as 20 points, except materials are not easily adapted or customizable.

10 points = the assistance offered includes charges for materials that can be customized.

5 points = the assistance offered includes charges for materials that cannot be easily customized.  
0 points = no assistance or materials are offered.

### **5.7 Transition (30 points)**

Libraries that participate in statewide contracts that arise from this RFP will either be new customers of the Contractor(s) that receive the award, or they will be continuing customers who may already subscribe to the same product(s) or who may be acquiring product(s) new to them from the award-winning Contractor(s).

Describe how your company will ensure that all libraries that elect to join the statewide contract(s) will have products installed and successfully available to their customers within thirty days of the official start date of the contract(s). Be very clear what your company will do and what participating libraries will have to do. For Proposers who expect to be dealing with current customers, describe how you would re-affirm with those customers that a new statewide contract is in place and the libraries have this opportunity to re-evaluate their setup options, make changes, and confirm that everything is working, and so on. (The Proposer must have a plan in place to ensure sign-up and installation within thirty days. It is acknowledged that the Proposer will not be held responsible for libraries that do not do their own part within those thirty days.)

Scoring:

30 points = Proposer describes a workable transition plan that ensures all interested libraries will be up and running with all products, including authentication for remote access if desired by the library, within thirty calendar days of the official start date of the annual subscription(s).

20 points = Proposer's plan does not allow for authentication for remote access within the first 30 days.

5 points = Proposer's plan calls for an installation and start-up period of between 31 - 60 days.

0 points = Proposer's plan is longer than 60 days, or if the plan is deemed unrealistic.

### **5.8 Usage Constraints, ILL (15 points)**

Describe whether or not Proposers have any constraints on viewing, downloading, and printing for non-commercial use by authorized users other than normal copyright considerations. Describe whether or not Proposer's Database Products can be used to fill normal Interlibrary Loan ("ILL") requests. A "normal" ILL request would come from a library that does not have access to the resources to fill a patron's request. Depending on the lending library's ILL practice or policy, the request may come from inside or outside Washington. Libraries would not loan access to the entire electronic Database Product. Libraries would use electronic products to provide occasional access for normal ILL activities.

Scoring:

15 points = bids that have no constraints other than normal copyright considerations, and if ILL use is permissible.

10 points = bids that have no constraints other than normal copyright considerations, but ILL use is not permissible.

5 points = the Proposer describes one constraint (for example, limiting the number of citations that could be printed at one time.)

0 points = two or more constraints are listed by the vendor.

### **5.9 Cancellation Constraints (10 points)**

Briefly describe whether or not there are any constraints on canceling existing print or CD subscriptions if a library licenses your company's Database Products available through the Web.

Scoring:

10 points = the Proposer indicates there are no constraints.

5 points = there is one constraint.      0 points = there are two or more constraints.

### **5.10 Refunds, Credits (10 points)**

Describe any refunds or credits that a library might receive if the library has an existing subscription with the Proposer to a web-based Database Product and the library decides to become part of any group subscription that may result from this RFP. (If a library that has licensed a Database Product changes providers for that Database Product as a result of this RFP, there is no expectation that there would be any refund or credit issued for the original license.)

Scoring:

10 points = the Proposer describes a policy for credits or refunds to be issued directly to the library that already subscribes to Proposer's products.

5 points = the Proposer describes a policy for credits or refunds but does not clarify that the subscribing library will receive the credit or refund directly.

0 points = there is no policy to allow for credit or refund.

### **5.11 Americans with Disabilities Act (ADA) (15 points)**

Check all that apply and provide qualifying remarks as needed.

5.11.1 \_\_\_ Does your Database Product meet the Web Content Accessibility Guidelines Priority 1 checkpoints found at <http://www.w3c.org/TR/WAI-WEBCONTENT?>

5.11.2 \_\_\_ Does your Database Product meet the Section 508 Guidelines found at <http://www.section508.gov?>

5.11.3 \_\_\_ Does your Database Product support ADA compliant browsers such as Lynx:  
<http://lynx.browser.org/?>

5.11.4 \_\_\_ Does your Database Product support products like JAWS: <http://www.freedomscientific.com/> or Dragon NaturallySpeaking: <http://www.scansoft.com/naturallyspeaking/>?

5.11.5 Describe the extent to which your Database Product is ADA accessible and list known incompatibilities.

Scoring:

3 points for each item checked, and three additional points for satisfactory answer to 5.11.5 up to a total of 15 points. A point may be deducted for each incompatibility listed, up to 3 points.

### **5.12 Z39.50 (15 points)**

Describe your company's compliance with Z39.50 standards, in particular, with the latest version of Z39.50: <http://www.loc.gov/z3950/agency/>. List any Database Products included in this proposal which are NOT compatible with Z39.50.

Scoring:

15 points = responses that indicate ALL Database Products contain interfaces that are Z39.50 compliant.

10 points = SOME, BUT NOT ALL PRODUCTS are Z39.50 compliant.

0 points = Database Products ARE NOT Z39.50 compliant.

### **5.13 Hours of Service (15 points)**

The system should be available 24 hours per day, 365 days per year, with minimal downtime. The Proposer should not schedule regular downtime for system upgrades or maintenance during normal library business hours (i.e., between 8:00 a.m. and 11:00 p.m. Pacific Time any day of the week). How many hours a week are your Database Products available through the Web? What are your scheduled maintenance hours? State the actual hours of availability 365 days per year based on data on system availability during the most recent 12 months.

Scoring:

15 points = products are available 165 hours/week or more.

10 points = products are available 159-164 hours/week.

5 points = products are available 150-159 hours/week.

0 points = less than 150 service hours/week.

### **5.14 Customer Support (15 points)**

Do you provide a toll-free customer support number? What options (e.g., phone, fax, E-mail) are available to reach Customer Support staff?

Scoring:

15 points = a toll-free customer phone support is available and if staff can also be reached through a toll-free fax and e-mail.

10 points = customer support is available over the phone via a toll-free call and if staff can also be reached through fax via a toll call and e-mail.

5 points = there is no phone support, only fax via a toll call and/or e-mail.

0 points = no customer support described

### **5.15 Customer Support Hours (15 points)**

In Pacific Time, state the hours that Customer Support is available.

Scoring:

15 points = customer support is available more than M-F, 8-5 Pacific Time and is available on weekends.

10 points = customer support is available from M-F, 8-5 Pacific Time and is available on weekends.

5 points = customer support is available from M-F, 8-5 Pacific Time but not on weekends.

0 points = customer support is available less than M-F, 8-5 Pacific time.

**5.16 Technical Support (15 points)**

Is a toll-free Technical Support number available? What options (e.g., phone, fax, E-mail) are available to reach Technical Support staff?

Scoring:

15 points = a toll-free technical support phone number is available and if staff can also be reached through a toll-free fax number and e-mail.

10 points = technical support is available via a toll phone call, a toll fax call, and e-mail.

5 points = there is no phone support, only a toll fax call and/or e-mail.

0 points = no technical support described

**5.17 Technical Support Hours (15 points)**

In Pacific Time, state the hours that Technical Support is available.

Scoring:

15 points = technical support is available more than M-F, 8-5 Pacific Time and is available on weekends.

10 points = technical support is available from M-F, 8-5 Pacific time and is available on weekends.

5 points = technical support is available from M-F, 8-5 Pacific time but not on weekends.

0 points will be awarded if technical support is available less than M-F, 8-5 Pacific Time.

**5.18 Communication Plan (10 points)**

How, and how often, do you inform customers about interface changes, downtimes, etc? In particular, address how you handle notification of titles dropped from or added to your database products.

Scoring:

10 points = a communication plan that includes provisions for timely notifications of interface changes and downtimes as well as notification of titles dropped from or added to your database products.

5 points = a communication plan is described that has provisions for timely notification for interface changes and downtimes, but does not address notification of titles dropped or added.

0 points = no communication plan is described.

**5.19 Customer Listserv (10 points)**

Do you offer a listserv for customers? How does a customer learn about the listserv? How many company-generated messages were posted to the customer listserv in the past year (July through June)?

Scoring:

10 points = a listserv is offered; Proposer describes how customers are informed about the listserv; at least 10 or more company-generated messages were posted to the listserv in the past year.

5 points = a listserv is offered; Proposer describes how customers are informed about the listserv but the number of messages posted is less than 10, or not provided.

0 points = a listserv is not offered, or if information about subscribing or the number of posted messages is not provided.

**5.20 On-line Help (5 points)**

Describe the availability of online help, in particular for search and display screens.

Scoring:

5 points = on-line help screens are available for all functions on all search screens and all display screens.

0 points = on-line help screens are available for only a few or no functions, search screens and display screens.

**5.21 Trace Route and Troubleshooting (5 points)**

Do you offer Trace Route analysis? (Trace Route analysis is defined as an Internet utility that traces the route from the client machine to the remote host being contacted. It reports the IP addresses of all the routers in between.) Describe any other methods the Proposer uses to track problems in using the Internet to deliver service to users.

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Scoring:

5 points = Trace Route is offered or other appropriate problem tracking methods are described.

0 points = No affirmative answer is supplied.

**5.22 Access Protection (5 points)**

Describe what Access Protection you offer to ensure continued access to your servers and Database Products. How are your servers protected against Denial of Service attacks, and other hostile attempts to disrupt service?

Scoring:

5 points = Satisfactory Access Protection is described.

0 points = No Access Protection is described.

**5.23 Bandwidth Utilization (10 points)**

Describe methods you use or support to conserve bandwidth during daily operation. Please address, at a minimum, local caching, mirroring, and/or proxy servers (apart or separate from redundancy of the primary server).

Scoring:

10 points = At least two of the three bandwidth utilization methods are supported.

5 points = At least one of the three bandwidth utilization methods is supported.

0 points = No bandwidth utilization methods are supported or described.

**5.24 Response Time (10 points)**

The Proposer will provide data on typical response times experienced by end-users. The system should operate so that 95% of the responses to a simple inquiry (author's name or title words) would be completed in 5 seconds. System response time is defined as the time the vendor's computer receives a signal to the time a complete response is generated by the vendor's computer.

Scoring:

10 points = Satisfactory data on typical response times is provided (per criteria listed above).

5 points = Typical response time data indicates more than 5 seconds but less than 10 seconds.

0 point = No response time data is provided.

**5.25 Additional Delivery Options (10 points)**

Printing of search results is presumed. Describe all other delivery options available to the end-user. Describe any system by which users are able to mark or select multiple articles for simultaneous output. If there are any costs associated with any of these options, please describe.

Scoring:

1-5 points = one point for each additional delivery option without additional cost up to five options and five points.

5 additional points = A system by which users are able to mark and select multiple articles for simultaneous output is described.

0 points = No marking options or delivery options without additional costs are described.

**5.26 Browser Compatibility (15 points)**

It is desirable for Customers to have Database Product access through a range of browsers, including both older and the most current browser versions. State any minimum browser version requirements for accessing your Database Product. Is your Database Product compatible with the latest versions of Netscape, Internet Explorer (IE) and Safari (for Macintosh)? Describe any known browser incompatibilities.

Scoring (for scoring purposes, a version is defined as a whole number, not a decimal increment of a whole number; for Netscape, two previous versions includes 4.x, as there was no version 5; the latest version of Safari is only 1.2, so the two previous versions criterion does not apply):

15 points = Database Product is compatible with the latest version and at least two previous versions of the three browsers listed.

10 points = Database Product is compatible with the latest version and at least two previous versions of two out of the three browsers listed or Database Product is compatible with the latest version of all three browsers listed, but not with two earlier versions for all three.

5 points = Database Product is compatible with the latest and at least two previous versions of one of the three browsers listed, or Database Product is compatible with the latest version (but not two previous versions) of at least two of the three browsers listed.

0 points = anything less than what is listed under 5 points.

**5.27 Additional Hardware, Software Requirements (10 points)**

As described in Section 1.3, CUSTOMERS will already have graphical access to the Web. Describe any plug-ins or helper applications (e.g., Adobe PDF viewer, Shockwave, RealPlayer, Windows Media Player, QuickTime, etc.) required for your Database Product(s) to run successfully. Describe any additional hardware and/or software requirements that CUSTOMERS must be aware of to utilize your Database Product successfully.

Scoring:

10 points = the product requires one or none of the popular plug-ins to run successfully.

5 points = the product requires two plug-ins in order for the product to run successfully.

0 points = three or more plug-ins are required in order for the product to run successfully.

**5.28 Confidentiality and Privacy (10 points)**

It is important that Proposer maintain institutional and consortial confidentiality as well as user confidentiality and privacy. It is important that the Proposer not release or sell statistical information about Customers without permission, except to the OSOS/WSL and/or specific member libraries. Describe (or provide a copy) of confidentiality and privacy policies which address these issues.

Scoring:

10 points = Proposer provides or describes a satisfactory (based on the description above) confidentiality and privacy policy.

5 points = Proposer provides or describes a partially satisfactory, partially unsatisfactory confidentiality and privacy policy.

0 points = Proposer does not provide a confidentiality or privacy policy, or provides a completely unsatisfactory policy.

**5.29 Scoring Procedure for Section 5**

Scoring for Section 5 is worth 15% of the total score for each Proposal. To obtain the final score for Section 5, divide the cumulative score by the highest scoring Proposal (deemed to be 100%) to determine the percentage score. Multiply the percentage score by 15 to determine the final score for section 5, which will be added to the scoring for sections 6, 7 and the professional reviewer score to arrive at the total Proposal score. All calculations will be performed to two (2) decimal places.

For example: Suppose the top scoring proposal receives 350 points. Another proposal scores 330 points, and a third proposal receives 300 points. The 350 point score is deemed to be 100% and scores 15 out of 15 available percentage points for section 5. Divide 350 by 330 and by 300 to determine the percentages (94.29% and 85.71%). Multiply these percentages by 15 to determine the scores for the two lower scoring proposals: 14.14 and 12.86, respectively.

**6 SPECIFICATIONS RELATED TO DATABASE CONTENT (MANDATORY/SCORED)**

**6.1 Product Description (300 words or less) (Mandatory)**

6.1.1 CUSTOMERS are interested in licensing a full-text General Periodical Database Product on behalf of all non-profit libraries in Washington State. Provide a description (300 words or less) of the Database Product you are proposing. This can be a package of a variety of databases, as long as all participating libraries are eligible to select any or all of the parts. The package should offer something worthwhile to each type of library likely to participate in the statewide contract. You may refer evaluators to web sites for additional product information beyond this brief description. AND,

6.1.2 CUSTOMERS are interested in licensing a full-text Daily Newspaper Database Product on behalf of all non-profit libraries in Washington State. Provide a description (300 words or less) of the Database Product you are proposing. As described in Section 4.10, the proposed newspaper package must offer full-text access to at least two major Washington state daily newspapers (major = daily circulation of at least 100,000) at least one of which must be a Seattle paper, and must also offer full-text access to at least three other Washington State daily newspapers one of which should be the Spokane paper and at least one

newspaper of national stature (*New York Times*, *Washington Post*, etc.). The coverage for these papers must include all stories allowed by the publisher and not be limited to selective topical coverage such as business news. Packages that offer full-text access to more available Washington State daily newspapers will be rated more favorably.

## 6.2 Number of Titles (25 points)

How many titles are included in your database package(s)?

Scoring for the General Periodicals Proposal:

25 points = $\geq 7000$ titles	10 points = 4000-4999 titles
20 points = 6000-6999 titles	5 points = 2500-3999 titles
15 points = 5000-5999 titles	0 points = $< 2500$ titles

Scoring for the Newspaper Proposal:

Count titles as follows: Each Washington State or "national" title that is current, full text, full coverage counts as 1 title point. Current Washington State titles with partial full text coverage may be counted as 0.25 title point each. Additional title points may be added for each year of backfile for full coverage titles, beyond the current year plus 3 years at the rate of 0.1 title points per backfile year. For example, if a paper is full text, full coverage, 1990 to present, the total score for this title (in 2004) would be 2.1 (1 point for current year + 3 years of backfile, 0.1 times 11 additional backfile years = an additional 1.1 title points).

25 points = $\geq 25$ title points	10 points = $\geq 10$ title points
20 points = $\geq 20$ title points	5 points = $\geq 5$ title points
15 points = $\geq 15$ titles points	0 points = $< 5$ title points

## 6.3 Percentage of Titles That Are Full-text (25 points)

This question does not apply to the Newspaper component of the RFP. State the number and percentage of the titles in the proposed database package(s) for which full-text and/or page images are provided.

Scoring:

25 points = $\geq 70\%$	10 points = 40%-49%
20 points = 60%-69%	5 points = 30%-39%
15 points = 50%-59%	0 points = $< 30\%$

## 6.4 Current Titles (15 points)

This question does not apply to the Newspaper component of the RFP. List the number and percentage of titles for which current coverage (both full-text percentage and indexing and abstracting percentage) is available, i.e. those titles for which there is no close date.

Scoring:

15 points = $\geq 7000$ titles	4 points = 4000-4999 titles
12 points = 6000-6999 titles	2 points = 2500-3999 titles
8 points = 5000-5999 titles	0 points = $< 2500$ titles

## 6.5 Title List Available (10 points)

6.5.1 Describe all methods a library can use to obtain title or content lists and descriptions for your Database Product.

6.5.2 How frequently are title lists updated?

6.5.3 Do title lists include coverage (start and stop) dates for each title?

6.5.4 For purposes of RFP evaluation, provide access to full title lists for your proposed Database Product in electronic format (access may be via a web site, provided the list precisely matches the proposed Database Product).

Scoring:

10 points = title list(s) for the Database Product(s) are easily obtained on-line at any time, and the list(s) are updated within thirty calendar days of change of content, and include coverage dates for each title.

5 points = title list(s) are only available through a fax or printed means, or if the list(s) are updated less frequently than thirty days following change of content or do not contain coverage dates.

0 points = title lists are not readily available.

## **6.6 Document Delivery (10 points)**

Is there a document delivery component of your Database Product for articles not available in full text? If so, briefly describe it, including any associated costs.

Scoring:

10 points = answering this question affirmatively and providing a description of the document delivery component of the Database Product for articles not available in full text.

Or, ten 10 points = the Database Product is already completely full text and does not require any document delivery to obtain access to content.

0 points = answering this question with a negative response or providing no explanation of such services.

## **6.7 Time Period of Coverage (10 points)**

Describe the dates or year ranges covered by the content of this Database Product.

Scoring:

10 points = a range that on average, exceeds 9 years.

5 points = a product that covers a 5-8 year range

0 points = coverage that includes a 1-4 year range.

## **6.8 Portions of Periodical Included (10 points)**

Describe what portions of the print material are included, and describe policies and practices regarding articles under a certain length, pictures, charts, graphs, editorials, obituaries, and so on. Generalized statements about periodicals will be adequate; the answer should not be on a title-by-title basis. For newspapers included in this product, include information about specific editions and the like.

Scoring:

10 points = Database Products that do not exclude content based on length or type of content.

5 points = Database Products that describe exclusions to the coverage.

0 points = No answer provided, or answer is vague and unsatisfactory.

## **6.9 Backfiles (10 points)**

6.9.1 Define “backfile” for this Database Product and describe your policies and practices related to back files of this Database Product.

6.9.2 Is the backfile available when searching the product?

6.9.3 Can a backfile search be integrated with a search of current content?

6.9.4 Is there a “rolling” component to the current content?

6.9.5 How does the content and coverage of your backfiles differ from the non-backfile portion of the product?

6.9.6 Are CD products or other mechanisms provided for delivering backfiles?

6.9.7 Are there separate charges for accessing backfiles?

Scoring:

10 points = Answers that include a description of the content and coverage, and a mechanism for free access to the backfiles.

5 points = Answers that describe storage and pricing models for access and delivery of back files.

0 points = No answer provided, or answer is vague and unsatisfactory.

## **6.10 Format Options (10 points)**

6.10.1 Describe the formats (e.g., text, text + graphics, page image, illustrations, multimedia, etc.) to which you have electronic rights for the majority of articles in this Database Product, and which you provide for the majority of articles.

6.10.2 Include information about full color graphics, if available.

6.10.3 Please list any helper applications (e.g. Adobe Acrobat Reader) required to access the database content. If there are too many variations you may generalize your reply.

Scoring:

10 points = An answer that describes aggressive and successful efforts to provide graphics and charts when they are available including multiple format delivery options.

5 points = A single format delivery option.

0 points = No answer provided, or answer is vague and unsatisfactory

### **6.11 Currency in Adding Content (10 points)**

What is the relationship between the date of publication and availability of the content through the Database Product? Please describe any publisher moratoria or embargoes that may affect your ability to provide the information in a timely fashion.

Scoring:

10 points = Most of the database content is added within 24 hours for daily publications, within 2 working days of date of publication for weeklies, and within 5 working days of publication for other items.

5 points = Any answer that falls below these standards.

0 points = No answer provided, or answer is vague and unsatisfactory.

### **6.12 Embargoed Titles (10 points)**

6.12.1 What number and percentage of titles are under embargo?

6.12.2 What number and percentage of titles are embargoed for more than 30 days?

6.12.3 Provide a complete list or access to a list of all embargoed titles specifying exact embargo period for each title. Electronic format preferred.

Scoring for the General Periodical component:

10 points = No embargoed titles.

5 points =  $\leq 5$  titles embargoed for more than 30 days.

1 point = Complete list of embargoed titles is provided, but embargoes exceed 5 point minimum.

0 points =  $> 5$  titles and  $> 30$  days and/or no list of embargoed titles provided.

Scoring for the Newspaper component:

10 points = No embargoed titles.

5 points =  $\leq 5$  titles embargoed for more than 30 days

1 point = Complete list of embargoed titles is provided, but embargoes exceed 5 point minimum.

0 points =  $> 5$  titles and  $> 30$  days and/or no list of embargoed titles provided.

### **6.13 Citation Information (5 points)**

6.13.1 What citation information appears with each item retrieved during a search?

6.13.2 Please provide a listing of all database fields displayable in a citation.

6.13.3 Are standard citation styles shown for each document, and if so, which?

6.13.4 Can the library change the default citation style in the administrative module?

6.13.5 Is your Database Product compatible with third party citation management programs such as EndNote, ProCite, Biblioscape or Citation (specify which)?

Scoring:

1 point for each of the individual items answered satisfactorily, up to a total of 5 points.

### **6.14 Table of Contents Display (5 points)**

Indicate whether a "Table of Contents"-type display for specific issues of periodicals is available.

Scoring: 5 points if a "Table of Contents" type display is available

### **6.15 Authority Control (5 points)**

6.15.1 Describe the authority control for names and subjects in the Database Product.

6.15.2 Indicate the source of authority.

Scoring:

5 points if a satisfactory source of authority control is provided.

2 points if authority control is provided, but the source is deemed less than satisfactory.

0 points if no authority control is provided or described.

### **6.16 Electronic Reserves (10 points)**

6.16.1 Can staff or end-users link directly to specific articles for "electronic reserve" applications?

6.16.2 Are there any license limitations on the use of database materials for "electronic reserve" purposes?

Scoring:

10 points = Direct linking without requiring technical support or customization is available without license limitations.

5 points = Vendor-assisted direct linking is available without significant license limitation or direct linking is available, but with significant license limitations.

0 points = Anything less than the 5 point level.

### **6.17 Peer Reviewed Titles (20 points)**

This question does not apply to the Newspaper component of the RFP.

6.17.1 What is your definition of peer-reviewed journals?

6.17.2 How many current peer-reviewed publications are included in your Database Product?

6.17.3 Provide a list or access to a list of included peer-reviewed titles, with their coverage dates. Electronic format preferred.

Scoring:

20 points = For the academically-oriented portion of the database, the full-text content includes at least 30% peer-reviewed journals AND reviewer accepts proposer's definition of peer review.

10 points = For the academically-oriented portion of the database, the full-text content includes at least 15% peer-reviewed journals AND reviewer accepts proposer's definition of peer review.

5 points = For the academically-oriented portion of the database, the full-text content includes at least 10% peer-reviewed journals AND reviewer accepts proposer's definition of peer review.

0 points = Academically-oriented portion of the database includes less than 10% peer-reviewed journals OR, reviewer does not accept proposer's definition of peer-review.

### **6.18 K-12 Component (25 points)**

This component does not apply to the Newspaper component of the RFP. The portion of the General Periodical Database Product that is aimed toward the K-12 user base (students, teachers, and teacher librarians) should emphasize the full-text of magazine, journal and/or newspaper articles, and various full-text reference sources for the K-12 user base. There can be a package of several databases, each aimed at a different grade level (primary grades, middle school, high school, etc.), and/or that include databases focused on different subject areas, as long as all participating libraries are eligible to select any or all of the parts. Packages that offer a separate search interface specifically designed for some or all of the (especially younger) K-12 audience will be rated more favorably.

6.18.1 Briefly (300 words or less) describe any K-12 components included in the General Periodical Database Product.

6.18.2 List the number of periodical titles included; list the number and percentage that are full text, and indicate the availability of title lists for review.

6.18.3 Indicate/describe the method or criteria by which the content is determined to be appropriate to the K-12 user (e.g. lexiles, or *Magazines for Young People: A Children's Magazine Guide Companion Volume* by William Katz).

6.18.4 List any full-text reference sources which are included.

6.18.5 Describe any specialized search interface(s) aimed at younger users.

6.18.6 Briefly describe any other significant features intended for the K-12 user base.

Scoring:

5 points each are available for items 6.18.2-6.18.6 above for a total of 25 points. Item 6.18.1 is not scored.

### **6.19 Search Interface Options (50 points)**

Please check all search options that are available for the Database Product. Keep descriptions as brief as possible.

6.19.1 \_\_\_ Keyword (List any elements or fields which are not searchable by keyword.)

6.19.2 \_\_\_ Browse (List any elements or fields which are not searchable by browse.)

6.19.3 \_\_\_ Boolean (List available Boolean operators, and specify which is the default.)

6.19.4 \_\_\_ Boolean across field types (List any elements or fields which cannot be included in a Boolean search.)

6.19.5 \_\_\_ Controlled subject vocabulary (Specify the source or system used.)

6.19.6 \_\_\_ Phrase searching (Describe, e.g. use double quotation marks.)

6.19.7 \_\_\_ Truncation (Describe available truncation functionality.)

6.19.8 \_\_\_ Stemming (Describe any automatic stemming capabilities. Can they be disabled?)

6.19.9 \_\_\_ Proximity (List any available proximity operators and define them.)

- 6.19.10 \_\_\_ Stop words (Provide a list of words that are not searchable. Are stop words searchable in phrase searching?)
- 6.19.11 \_\_\_ Natural language (Define and describe.)
- 6.19.12 \_\_\_ Spell checking (Does the system suggest alternate spellings for misspelled search terms?)
- 6.19.13 \_\_\_ Exact journal title
- 6.19.14 \_\_\_ Exact article title
- 6.19.15 \_\_\_ Author name
- 6.19.16 \_\_\_ Date or range limiting
- 6.19.17 \_\_\_ Limit by type of article (List available article types.)
- 6.19.18 \_\_\_ Limit by reading level (Describe categories used.)
- 6.19.19 \_\_\_ Limit by peer reviewed
- 6.19.20 \_\_\_ Limit by full text or image availability
- 6.19.21 \_\_\_ Sorting (Describe any options for sorting search results.)
- 6.19.22 \_\_\_ Relevance ranking (Describe criteria used.)
- 6.19.23 \_\_\_ Customization (Describe any search interface customization features.)
- 6.19.24 \_\_\_ Describe how your search interface distinguishes between George Washington, Washington D.C. and Washington State. Is it possible to successfully browse to each of these topics without retrieving results from one of the others?
- 6.19.25 \_\_\_ Other - Describe other significant search options

Scoring:

2 points may be awarded for each item checked up to a total of 50 points. Award 1 point if the item is checked, but the description is unsatisfactory; applies primarily to items where a description is required.

## **6.20 Screen Customization for Agency (5 points)**

Describe how search screens may be customized (branded) so that they specifically state that the service is provided by the State of Washington Statewide Database Licensing Project (or other branding as requested).

Scoring: 5 points = screen customization/branding is available.

## **6.21 Linking (20 points)**

- 6.21.1 Describe the capability of this Database Product to link to and from other sources such as the local online public access catalog, e-journals a library may subscribe to, Web resources, etc.
- 6.21.2 Describe the extent of Web links that are included in the Database Product you are proposing.
- 6.21.3 Describe how the Database Product you are proposing supports publisher links to footnoted or referenced materials in full-text articles.
- 6.21.4 Is your company tracking the development of the NISO OpenURL Standard: [http://www.niso.org/committees/committee\\_ax.html](http://www.niso.org/committees/committee_ax.html) and <http://library.caltech.edu/openurl/>? Describe any plans to support or implement the standards that are developed via this initiative.

Scoring:

5 points may be assigned for a satisfactory answer to each of the 4 points, for a total of 20 points.

## **6.22 Cross-database Searching (15 points)**

- 6.22.1 Describe any capabilities of this Database Product that facilitate cross database searching (i.e., a single search that will be run against some or all of the following – library catalog, your databases, other commercial databases, web sites, non-commercial databases, etc. – and produce a single result set).
- 6.22.2 If you are proposing multiple databases or Database Products, can they be searched simultaneously and are duplicates automatically eliminated?
- 6.22.3 Is your company tracking the NISO Metasearch Initiative: [http://www.niso.org/committees/MS\\_initiative.html](http://www.niso.org/committees/MS_initiative.html)? Describe any plans to support or implement the standards that are developed via this initiative.

Scoring:

5 points may be assigned for a satisfactory answer to each of the 3 points, for a total of 15 points.

### **6.23 Local Holdings (10 points)**

- 6.23.1 Does your Database Product provide the capability for customizing local holdings?
- 6.23.2 Describe any local holdings capabilities and the mechanism(s) by which local holdings are entered and updated.
- 6.23.3 If linking to the local library catalog or other available functionality provides equivalent functionality to entering local holdings on the vendor's system, please describe this capability.

Scoring:

10 points = Customized local holdings can be achieved via an automated mechanism (such as linking to the customer's local online catalog).

5 points = Customized local holdings can be entered manually.

0 points = No customized local holdings capability is described.

### **6.24 Additional Database Content (up to 50 points)**

This component does not apply to the Newspaper component of the RFP. Vendors may choose to offer databases at no additional cost in addition to the General Periodical database as described under Section 6.1.1 and whose titles were not counted under Sections 6.2, 6.3 and 6.4. Proposal scorers may allot up to 10 points for each additional database offered at no additional cost, up to a maximum of 50 additional points, provided that the titles included in these databases were not counted under sections 6.2, 6.3 and 6.4. Proposer must make it clear which database titles are included in those title count sections and which are not. Any such additional databases must be included in the original Proposal as submitted by the submission deadline, and may not be added later. Provide a detailed description (300 words or less) for each additional database offered, including online access to detailed title and coverage lists.

### **6.25 Scoring procedure for Section 6**

Scoring for Section 6 is worth 15% of the total score for each Proposal. To obtain the final score for Section 6, divide the cumulative score by the highest scoring Proposal score (deemed to be 100%) to determine the percentage score. Multiply the percentage score by 15 to determine the final score for section 6, which will be added to the scoring for sections 5, 7 and the professional reviewer score to arrive at the total Proposal score. All calculations will be performed to two (2) decimal places.

For an example of scoring calculation, see Section 5.29.

## **7 PRODUCT PRICING (SCORED)**

Reply to each Section below. If a Database Product contains several databases that collectively constitute the ABC Product, answer based on the package as a whole. Section 7.1 refers to the Cost Proposal Table (Exhibit F) that each Proposer must complete for each Database Product bid. Section 7.5 refers to the Title Count Form (Exhibit G) which must be completed for each Database Product bid. The remaining sections may be answered in whatever manner will most easily and briefly convey the information.

### **7.1 Cost Proposal as Part of the Bid**

Proposer must include at least one copy of the Cost Proposal Table that appears as Exhibit F. Using this table a Proposer will indicate the maximum, not-to-exceed price (as defined below and in Exhibit F.2.) that will be charged for that product and audience.

If it is necessary to make any table larger to accommodate Proposer's answers, that is acceptable as long as the table does not exceed the width of an 8.5 x 11 sheet of paper. A "not-to-exceed" price is a publicly stated maximum per user/FTE price that would be available to any participating library. If a vendor and library or library group negotiate a price less than the amount stated in the contract, as part of the statewide licensing process we would expect that price to be offered to similar libraries (e.g. same type and/or audience size, same level of usage, etc). Contract pricing will be freely shared with other libraries and library groups after the award.

### **7.2 Billing Procedures as Part of the Proposal (MANDATORY)**

Once products are licensed under the contract(s) resulting from this RFP, the preference is for a vendor to individually bill each Licensee, that is, each library that licenses their product(s). The SDLC will apportion costs among the participating libraries and OSOS/WSL will provide the contractor with the

amount to bill each participant. Vendor will not bill participating libraries for any amount in excess of the amount specified by OSOS/WSL, and any such over billing will be considered grounds for termination of the contract(s).

To reply to this section, each Proposer must discuss their ability to bill each participating library directly. If a Proposer strongly prefers - or requires - a central billing system (one agency sends the vendor one check, then that agency recovers costs from the participants) please describe why this is preferred or required, and what the difference in price would be. It is assumed that any request for centralized billing will be accompanied by a significant price break.

Note on billing K-12 libraries – we do not expect that the K-12 libraries will be individually billed during the contract period. We expect the Office of the Superintendent of Public Instruction (OSPI) or the nine Educational Service Districts in Washington to be the billing agents on behalf of participating school districts or individual schools, both public and private.

Note that in the Cost Proposal Table, Exhibit F, SDLC requests itemization of costs for individual billing, if there are any costs.

Currently there are 64 public libraries, 17 private 4-year colleges and universities, 32 2-year community and technical colleges, 20 medical libraries, 25 tribal libraries and the Office of the Superintendent of Public Instruction (OSPI) participating in the contract. 15 of the smallest public libraries and all 25 tribal libraries are not being charged to participate currently, although this could change with the new contract. It is anticipated that approximately 100 to 150 individual invoices would need to be distributed by the vendor(s) to participating libraries.

### **7.3 Additional Expenses**

The Proposer may incur additional expenses in performance of the services requested by CUSTOMER. All categories of expenses that Proposers deem necessary to deliver the products must be disclosed on any bid and will be negotiable. These categories will include but not be limited to special hardware or software requirements, travel expenses, training costs, training aids, publicity materials, etc.

In Exhibit F, The Cost Proposal Table, Notes on Additional Expenses, is where all expenses not included in a base price must be itemized.

### **7.4 Pricing and Adjustments**

Pricing shall remain firm and fixed after contract negotiations have concluded for the initial term of the Contract. If an extension is offered prior to the end of the initial or subsequent Contract term, the Contractor may then propose a price change to OSOS/WSL. An offer of extension will be issued by OSOS/WSL approximately ninety (90)-days prior to the term expiration. In the event a Contractor proposes a price increase, such request is to be accompanied by sufficient documentation to justify the requested increase such as the U.S. Producer Price Index or evidence of actual cost expenditures. Acceptance will be at the discretion of the OSOS/WSL. Approved price adjustments shall remain unchanged for the subsequent Contract term.

### **7.5 Price Scoring: General Considerations**

There are 40 points available for price as the cost point score shall constitute 40% of the total score for each Proposer. Price points shall be determined based on the annual price per title. Proposers shall indicate the overall total annual price and divide the annual price by the number of titles offered to obtain the annual per title price. Points shall be determined by taking the Proposal with the lowest annual price offered per each title as 100% (scoring 40 points) and dividing it by each of the other Proposal price per title figures to determine the percentage difference. The percentage difference shall be multiplied into the score available (40) to determine the price score for the Proposal. All calculations will be performed to two (2) decimal places. In the event that a title falls into two or more categories as defined in Sections 7.6 and 7.7 below, the lower point score shall apply. Proposers must fill out the Title Count Form (Exhibit G) for each Proposal. In the event of questions about title counts, Proposers may be required to supply annotated title lists, showing the scoring for each title.

Scoring example: Three proposals are received: Proposal A provides 6000 titles for \$850,000, Proposal B provides 7500 titles for \$1,000,000 and Proposal C provides 7000 titles for \$1,250,000. Dividing the cost

of each proposal by the number of titles gives per title costs of A: \$141.67, B: \$133.33 and C: \$178.57. Proposal B is thus the lowest per title cost, and scores 40 price points. Dividing the low score by each higher score gives us 94.12% (133.33/141.67) for Proposal A and 74.67% (133.33/178.57) for Proposal C. Multiplying these percentages times 40 gives us price scores of 37.65 for Proposal A and 29.87 for Proposal C.

## **7.6 Price Scoring for the General Periodical Database**

In calculating the total number of titles offered, any “closed” title (current issues are not available, but at least one full year of backfile is available) shall be counted as 0.25 of a title. Any title with 60 or more days embargo shall be counted as 0.5 of a title. Any title with 7-59 days embargo shall be counted as 0.75 of a title. Any title for which only indexing and/or abstracting are provided (no full text is provided) shall be counted as 0.5 of a title. Any title for which less than one (1) full year of coverage is provided, shall not be counted. Titles which are “continued by” another title (the publication’s title changed) shall not be counted (only the current title is counted).

## **7.7 Price Scoring for the Newspaper Database**

In calculating the total number of newspaper titles offered, only those titles for which all stories allowed by the publisher are included shall be counted as a title (qualified titles). Those current titles for which coverage is limited to selective topical coverage (such as business news), may be counted as one tenth (0.1) of a title. In addition, one tenth (0.1) of a title may be added for each year of backfile beyond the current year plus three (3) years of backfile offered for each qualified title (see Section 6.2 for an example). No extra credit may be counted for partial coverage title backfiles. In calculating the total number of titles offered, any qualified “closed” title (current issues are not available, but at least one full year of backfile is available) shall be counted as 0.25 of a title. Any qualified title with 60 or more days embargo shall be counted as 0.5 of a title. Any qualified title with 7-59 days embargo shall be counted as 0.75 of a title.

# **8 EVALUATION (SCORED) & CONTRACT AWARD**

The purpose of this RFP is to competitively select a single Proposer to provide a General Periodical database, a single Proposer to provide a Newspaper database, or a single Proposer to provide both types of databases. An award of the Contract shall reflect that the ASV has met the following criteria:

- All Proposal Sections evaluated and scored in at least one of the RFP Categories based on the Mandatory Requirements, Specifications, Professional Review, and Cost Proposal; and
- Has agreed to the terms of and is prepared to sign a Contract with OSOS/WSL for Library Database Services; and
- Has had no significant terminations for performance, five (5) year history.

## **8.1 Evaluation Process**

Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda that may be issued. All proposals will be reviewed by the RFP Coordinator for completeness and compliance with the administrative requirements and instructions specified in this RFP. Responsive proposals will advance to the SDLC evaluation teams. Please use the checklist provided in Exhibit C for your convenience. Proposals that fail to provide specific information to adequately describe their response to any question contained in this RFP will be deemed non-responsive and shall be rejected. A response of “will comply” or “meets requirement” is not sufficient and will be deemed non-responsive. The RFP Coordinator may contact the Proposer for clarification of any portion of the respective proposal. Only proposals meeting the requirements will advance for further evaluation.

In the event that any Proposer is deemed non-responsive or disqualified under this RFP for any reason, their Protest Period begins on the date of notification by OSOS/WSL.

The following weighting will be assigned to the proposal for evaluation purposes:

<b>Review of Written Proposals</b>	<b>Percentage of overall score</b>
Specifications related to Business Practices (Section 5)	15%
Specifications related to Database Content (Section 6)	15%
Product Pricing (Section 7)	40%
<b>Subtotal for Proposal</b>	<b>70%</b>
Scoring of databases by Professional Reviewers	30%
<b>GRAND TOTAL</b>	<b>100%</b>

Databases will be scored by Professional Reviewers for top-scoring Proposer(s) only, using the 70% Subtotal based on the written proposal. Professional Reviewer scores will then be added to create the Grand Total.

### **8.2 Section 4, Mandatory Requirements**

If answers and information provided do not meet all CUSTOMER'S requirements, the Proposal will not be considered further. Mandatory requirements will be reviewed by the RFP Coordinator assisted by other WSL/OSOS staff. Proposers who successfully pass the initial evaluation described in Section 8.1 and in Section 8.2 will have their proposed database product or package evaluated as described in sections 8.3 and 8.4.

### **8.3 Scoring Sections 5 & 6**

Section 5 will be used to evaluate the Proposer's business practices, and Section 6 will be used to evaluate the Database Content. The score earned in these two sections combined with the score from Section 7 will be used to determine which proposals will be reviewed by the Professional Reviewers (8.6). The score earned in these two sections together will constitute 30% of the total used to determine the Qualified Proposers who will be invited to participate in an Oral Interview and Demonstration. Sections 5 and 6 will be scored by the SDLC Scoring Subcommittee.

### **8.4 Costs (Section 7 and Exhibits F and G)**

Proposers must be careful that prices in the Cost Proposal Table (Exhibit F) reflect only the General Periodical and Newspaper categories. Any additional costs for adding on products in other topical areas must be detailed separately, in the narrative response to **Section 8.8**, and will not be factored into the score for price.

The score for the Cost Proposal will account for 40% of the total used to determine the Qualified Proposers who will be invited to participate in an Oral Interview and Demonstration. Section 7 will be scored by the SDLC Scoring Subcommittee.

The RFP Coordinator reserves the right to clarify any pricing information provided by any Proposer. No Proposer will be able to alter their submitted pricing or product descriptions as a result of the clarification process.

### **8.5 Elimination for Low Score**

If one or more Proposals' combined score for sections 5, 6 and 7 are significantly lower than the majority of the Proposal scores, those Proposals with significantly lower scores may be dropped from further consideration, and will not be submitted to the Professional Reviewers, nor will they be invited to participate in the OIDs.

## **8.6 Professional Reviewers**

Proposers who successfully pass the initial evaluation described in Sections 8.1 through Section 8.5 will have their proposed database product or package made available to the CUSTOMER'S Professional Reviewers. The OSOS/WSL web site will host database trials of all products/packages to be reviewed. The scoring forms with specified criteria will also be posted online. A similar process was used for the Spring Database Trials and can be viewed at <http://www.secstate.wa.gov/library/libraries/projects/sdl/trials.aspx>. Professional Reviewers will be recruited from academic, public, and K-12 libraries. Reviewers will examine the Proposers' products and score the databases in four categories (Content, Search Interface, User Support, and Technical Issues) using the questions outlined in Exhibit E. The collective value of their work will account for 30% of the total used to determine the Qualified Proposers who will be invited to participate in an Oral Interview and Demonstration.

## **8.7 Database Access for Evaluation Purposes**

If the Vendor's Proposal passes the review process described in Sections 8.1 through Section 8.5, OSOS/WSL will make the Vendor's proposed databases available to the SDLC and the Professional Reviewers. OSOS/WSL shall establish access similar to the process described in Section 8.6 - the OSOS/WSL web site is the starting point and the Proposers provide access using one of the methods described below. While it is true that anyone who visits the OSOS/WSL web site during this period of access could use the products, OSOS/WSL will only inform the reviewers and the SDLC that the products are available for trial.

If the Vendor proposes databases to meet more than one category, General Periodicals and/or Newspapers, the Vendors shall establish access so that reviewers will search the databases separately.

If the Vendor's Proposal includes other databases beyond the categories of General Periodicals or Newspapers, the Vendor may provide access to these additional databases as well, but they must be kept separate from the two product categories being reviewed. For example, if the Vendor wants to offer a business database at a free or reduced rate as part of the Vendor's Proposal, and a reviewer searches the Vendor's General Periodical database, they should NOT receive search results that come from the business database. Reviewers should ONLY receive search results from the General Periodical package. Access to the value-added packages will be kept separate, and those packages will not undergo a formal review process, although the SDLC will be asked to familiarize themselves with the additional databases.

OSOS/WSL will establish the access to your proposed database packages between October 27-November 3, 2004 and the Professional Reviewers will work from approximately November 8-24, 2004.

The Vendor shall provide information so that trial access to the proposed database(s) can be provided from OSOS/WSL's Web page. OSOS/WSL will require:

- a URL (if the Vendor has more than one product and each product has its own URL, be sure to make that clear to OSOS/WSL);
- the User ID and Password information for each database. These will appear on the web site and be keyed in by the Reviewers.

OSOS/WSL will also need a contact name, phone number and e-mail for a technical Vendor expert who can provide assistance to OSOS/WSL. The name and contact information for the technical person who can assist from OSOS/WSL will be provided. Initial contact will be through the RFP Coordinator.

## **8.8 Oral Interviews and Demonstrations**

Upon determination of the QPs, the top scoring Proposers will be invited to attend the Oral Interview and Demonstrations tentatively scheduled for December 9-10, 2004 at Highline Community College in Des Moines, Washington. Once the OIDs are scheduled, the attendees will receive additional questions and instructions to help guide their presentations.

## **8.9 Best Value Decision-Making**

The General Periodical or Newspaper databases offered by each Proposer will be formally scored and evaluated by reviewers. However, Proposers are invited to include additional incentives that will make their overall Proposal the most attractive. For example, a Proposer may wish to offer free or reduced prices on other databases such as health, business, national newspaper, literature, etc. Limited additional

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points may be added to the Proposal score for additional components offered at no additional cost as defined under scoring (Section 6.24), and if the Proposer who includes one or more of these additional products ends up being a Qualified Proposer, and presents an Oral Interview and Demonstration (OID) to the SDLC, the additional databases would be discussed in the context of the Best Value of each Proposal. However, any additional incentives that the Proposer wishes to offer must be included and described in the Proposal as it is submitted by the official RFP submission date. Additional incentives may not be added or removed during the OID.

A major factor in this decision process will be to select the Proposer who provides the CUSTOMER with the Best Value from an overall perspective.

#### **8.10 Selection of Apparent Successful Vendor(s)**

The evaluation process is designed to award this contract to the Proposer that provides the overall Best Value to the CUSTOMER.

Following the OIDs, the SDLC will select the Apparently Successful Vendor(s) based on their scores earned in Phase One, on information presented during the OIDs, and chiefly based on the Proposal that represents the Best Value for the CUSTOMER. The SDLC will review the results to confirm that the slate was achieved fairly and that the result is in the best interests of the majority of libraries in Washington State. Upon confirmation, the Apparently Successful Vendor(s) will be notified.

#### **8.11 Evaluation Teams**

Evaluation Teams consisting of representatives from OSOS/WSL, the SDLC, the CUSTOMER and other authorized personnel will perform the evaluation of the proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda which are issued.

#### **8.12 Reference Checks (MANDATORY)**

Using Exhibit H, each Proposer shall provide two (2) references for which they have provided services on a contract similar in scope to that described in this RFP. Copy Exhibit H for multiple entries as necessary to respond. OSOS/WSL reserves the right to obtain information concerning the proposal pertinent to this RFP from any and all sources, and to consider such information in evaluating the responses and selecting the Apparent Successful Vendor.

#### **8.13 Debriefing**

All Proposers, who submit a response for at least one category and were not selected as the ASV(s), will be given the opportunity for a debriefing conference if requested. The request for a debriefing conference must be made in writing or by e-mail and received by the RFP Coordinator within five (5) business days after notification of the ASV(s). Requests should be made to the RFP Coordinator listed on the RFP cover sheet and in Section 2.1. The RFP Coordinator will schedule a debriefing within ten (10) business days of receipt of the request. If additional time is required, the requesting party will be notified of the delay.

Discussion will be limited to a critique of the requesting Proposer's proposal. Comparisons between proposals or evaluations of other proposals will not be allowed. Debriefing conferences may be conducted in person at the OSOS/WSL in Tumwater, WA or by telephone, and will be scheduled for a maximum of one (1) hour.

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## 9 EXHIBITS

### Exhibit A Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 160 days following receipt, and it may be accepted by OSOS/WSL without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 160-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that OSOS/WSL and/or the participating CUSTOMERS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of OSOS/WSL, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample purchased services contract. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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Signature of Proposer

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Title

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Date

**Exhibit B Sample Purchased Services Contract:**

**THE STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE,  
WASHINGTON STATE LIBRARY DIVISION,  
CONTRACT FOR PURCHASED SERVICES  
TERMS AND CONDITIONS**

This Contract is made and entered into by and between the Office of the Secretary of State, Washington State Library Division, P.O. Box 42460, Olympia, Washington 98504-2460, hereinafter referred to as the “Agency,” and **(Name and address of CONTRACTOR)**, hereinafter referred to as the “Contractor,” for the express purposes set forth in the following provisions of this contract.

**PURPOSE**

WHEREAS, the purpose of this contract is to enable libraries in Washington State to provide online full-text general periodical and newspaper article databases to their patrons through public Internet access.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Agency and the Contractor mutually agree as follows:

**STATEMENT OF WORK**

A. The Contractor will provide services and staff and otherwise do all things necessary for or incidental to the performance or work, as set forth below:

**Option 1: Identify all tasks, work elements and objectives of the contract and timetables by which major parts of the work are to be completed. The statement of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.**

**Option 2: “As included in the Contractor’s Proposal dated \_\_\_\_\_ attached as Exhibit A, and the Agency’s Request for Proposals attached as Exhibit B.”**

This contract contains the General Terms and Conditions governing the work to be performed under this contract, the nature of the relationship between the Agency and the Contractor, and specific obligations of both parties.

B. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to \_\_\_\_\_, the Project Manager, in accordance with the schedule above. Any oral reports required under this contract must be presented at the location requested by the Agency.

**IDENTIFYING INFORMATION AND NOTICES**

For audit and tax purposes, the Contractor has supplied the following identifying information:

**Federal Employer ID Number \_\_\_\_\_.**

**Washington State Uniform Business Identifier Number \_\_\_\_\_.**

Any notices required under this contract shall be sent to the following persons at the addresses shown, unless written notice modifying this information is received from either party:

**AGENCY:** Office of the Secretary of State  
Attn: **(Project Manager)**  
P.O. Box 42460  
Olympia, WA 98504-2460  
Phone: (360) \_\_\_\_\_

**CONTRACTOR:** **(Name)**  
**(Address)**  
**(Phone)**

### **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from July 1, 2005, through June 30, 2007.  
**(Usually state funded contracts should not cross biennial lines. The start date cannot be retroactive.)**

### **COMPENSATION and PAYMENT**

Agency funding for this contract is provided from the Library Services and Technology Act (LSTA) originating from the Institute of Museum and Library Services (IMLS).

#### A. Amount of Compensation

The Agency shall pay an amount not to exceed \$1,000,000 (\$500,000 per year) for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. The Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

In addition to the compensation paid by the Agency as set forth above, Contractor will charge subscription fees to libraries that sign Participant Agreements pursuant to this Contract. Contractor is responsible for preparing and submitting bills to each library and collecting payment; Contractor agrees that the Agency shall have no liability for the payments set forth in this paragraph. The total amount of subscription fees billed to libraries shall be the total cost of the databases minus the \$1,000,000 (\$500,000 per year) of LSTA money paid by the Agency. The amount to be billed to each individual library will be determined by the Agency, and will be supplied to the Contractor.

### **BILLING PROCEDURES**

#### **Time and Method of Payment:**

The Agency will pay the Contractor upon receipt of properly completed invoices, which shall be submitted to the Agency Billing Contact, Michelle Boutilier, Financial and Support Services, not more often than twice per year. The invoices shall describe and document to the Agency's satisfaction a description of the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the Agency within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Agency may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of this contract.

### **CONTRACT MANAGEMENT**

The Project Manager for each of the parties shall be the contact person for all communications regarding the performance of this contract.

<b>Project Manager for the CONTRACTOR is:</b>	<b>Project Manager for the AGENCY is:</b>
<b>Contractor Name</b> Address City, State, Zip Code Phone: ( )      Fax: ( ) E-mail address:	<b>Agency Name</b> Address City, State, Zip Code Phone: ( )      Fax: ( ) E-mail address:

<b>Billing Contact for the AGENCY is:</b>
<b>Michelle Boutilier, Financial and Support Services</b> P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 586-4554 Fax: (360) 586-4311 E-mail address: <a href="mailto:mboutilier@secstate.wa.gov">mboutilier@secstate.wa.gov</a>

## **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

2. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give the Agency 30 days advance notice of any insurance cancellation.

The Contractor shall submit to the Agency within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. The Contractor shall submit renewal certificates as appropriate during the term of the contract.

## **TERMINATION FOR CAUSE**

In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract.

A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

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## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION PROCEDURES**

Upon termination of this contract the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- Stop work under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
- Complete performance of such part of the work as shall not have been terminated by the Agent; and
- Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in the Agency which has or may acquire an interest.

## **TREATMENT OF ASSETS**

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.

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- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
  - D. If any the Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
  - E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
  - F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

### **AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in relation to services provided under this contract.

### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The Contractor must comply with the American Disabilities Act, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

### **SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

### **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

### **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

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## **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

## **TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

## **LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

## **DISPUTES**

Except as otherwise provided in this contract, when a bona fide dispute arises between the Agency and the Contractor and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
  - be in writing;
  - state the disputed issue(s);
  - state the relative positions of the parties;
  - state the Contractor's name, address, and contract number; and
  - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 15 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

## **ATTORNEY FEES AND COSTS**

If the Agency commences litigation to enforce any provision of this contract, and the AGENCY prevails, the Contractor shall pay the Agency attorney fees together with expenses and costs incurred with such litigation including fees, costs, and expenses for services rendered at both trial and appellate levels, and subsequent to judgement in obtaining execution.

## **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

## **PRIVACY**

Personal information including, but not limited to "Protected Health Information" collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

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Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Agency and all officials, agents and employees of the Agency from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the Agency for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless the Agency shall not be eliminated or reduced by any actual or alleged concurrent negligence of the Agency or its officials, agents, and employees. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the Agency and its officials, agents and employees.

### **INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

### **OTHER INSURANCE**

The Contractor shall be responsible for obtaining other insurance as set forth in the Agency's RFP No. 05-13.

### **ASSURANCES**

The AGENCY and the CONTRACTOR agree that this contract shall be subject to and governed by the federal Library Services and Technology Act (LSTA) and its accompanying regulations (45 CFR Part 1183), and all applicable federal, state, and local laws, rules and regulations, including:

Federal principles regarding allowable costs (45 CFR section 1183.23).

The federal awarding agency's license in works developed or acquired with federal support (45 CFR section 1183.34). Compliance with the following federal laws, and their implementing regulations and executive orders. Specifically this includes laws, rules and regulations such as:

- a) 45 Code of Federal Regulations (CFR) Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements;
- b) Office of Management and Budget (OMB) Circular A-21 Revised, Cost Principles for Educational Institutions;
- c) Office of Management and Budget (OMB) Circular A-87 Revised, Cost Principles for State, Local and Indian Tribal Governments;
- d) Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations; and
- e) Office of Management and Budget (OMB) Circular A-133 Revised, Audits of States, Local Governments, and Non-Profit Organizations.

### **Copyright**

The Proposer is responsible for legally obtaining copyright to items offered in the database products. Copyright fees must be included in any prices quoted.

### **USE OF AGENCY PROPERTY**

Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein, or approved by the Project Manager, be used only for the performance of the Agreement. The Contractor shall be responsible for loss or

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damage to property of the Agency during the period it has been entrusted to the Contractor or its employees. The Contractor shall return such property to the Agency in like condition to that in which it was furnished to the Contractor prior to settlement upon completion or termination of this contract.

### **SITE SECURITY**

While on Agency premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations

### **PUBLICITY**

The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

### **ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A - \_\_\_\_\_ **(Note: If applicable)**
- Exhibit B - \_\_\_\_\_ **(Note: If applicable)**
- Any other provision, term, or material incorporated by reference or otherwise incorporated

### **ENTIRE AGREEMENT**

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed a part hereof.

### **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

### **APPROVAL**

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by written amendment executed by both parties.

THIS CONTRACT, consisting of \_\_\_\_\_ pages and \_\_\_\_\_ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

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CONTRACTOR

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Authorized Signatory                      Date  
\_\_\_\_\_  
Print Name:  
Title:  
\_\_\_\_\_

\_\_\_\_\_  
Cathy Turk    Date  
\_\_\_\_\_  
Financial and Support Services Manager

APPROVED AS TO FORM:  
Attorney General's Office

Exhibit A: \_\_\_\_\_

Exhibit B: \_\_\_\_\_

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## Exhibit C Checklist For Proposal Contents And Responsiveness

This checklist is provided as a convenience for your proposal preparation. This form will also be used by OSOS/WSL to screen for initial responsiveness. If you have any questions concerning these requirements please contact the RFP Coordinator listed on the front page of this document.

\_\_\_\_\_ **Letter of Intent** was submitted on **time per the schedule**, see Section 2.2.

\_\_\_\_\_ Each Proposal was submitted to the appropriate location **on time per the schedule** of the RFP, **and the proposals contained:**

- **One (1) original paper version plus three (3) additional paper copies, and**
- **One (1) electronic version via email (preferred) or CD, using Microsoft Word 2002 as the format for all written proposals.**

\_\_\_\_\_ Separate Proposals for the Newspaper and General Periodicals components of the RFP have been submitted, if the Vendor has indicated they are responding to both components in Exhibit D.

\_\_\_\_\_ **Letter of Submittal** has been included.

\_\_\_\_\_ **Certifications and Assurances** (Exhibit A) has been **signed** by an individual authorized to legally bind your company and the original signature copy has been submitted.

\_\_\_\_\_ All **Required Proposer Information** (Exhibit D) has been included in your proposal.

\_\_\_\_\_ Statement that a **Certificate of Insurance will be provided as a condition of award** has been included.

\_\_\_\_\_ All **Section 4 – Mandatory Requirements, Section 5 – Specifications Related to Business Practices** and **Section 6 – Specifications Related to Database Content** responses have been provided.

\_\_\_\_\_ **Cost Proposal** for each of the Service Categories for which the Proposer is proposing, has been included in your proposal (Exhibits F and G).

\_\_\_\_\_ Two **References** have been included (Exhibit H)

**Exhibit D Required Proposer Information**

**(1) Proposer Identifying Information**

**(a) Proposer Name and Address**

Name, address, principle place of business, and telephone number of legal entity with whom Contract is to be written.

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone:** (        ) \_\_\_\_\_

**(b) Location Address**

**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_

**(c) Principal Officers**

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Proposer organization.

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone:** (        ) \_\_\_\_\_

**(d) Organization and Year**

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Proposer and the year entity was established.

**Status:** \_\_\_\_\_  
**Year Established:** \_\_\_\_\_

**(e) Employer Identification**

Federal Tax Identification number and the Unified Business Identifier number issued by WA State.

**Federal Tax Identification Number** \_\_\_\_\_  
**UBI (WA State Revenue Registration Number)** \_\_\_\_\_

**(f) RFP Contact**

Name, title, address, E-mail, phone and fax numbers for Proposer's RFP Contact.

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Phone:** (        ) \_\_\_\_\_  
**Phone (toll-free):** (        ) \_\_\_\_\_  
**Fax:** (        ) \_\_\_\_\_

(g) **Categories of Purchased Services**

Proposer's must indicate which categories, if any, of purchased services they are proposing under this RFP:

<b>Check each category of purchased service being proposed in the response to this RFP</b>	✓
<b>Category I:</b> Newspapers	
<b>Category II:</b> General Periodicals	

(2) **Additional Mandatory Information**

(a) **Contract Performance**

Indicate if the Proposer has had a Contract terminated for default in the last five-(5) years. Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

If no such terminations exist, the Proposer is to so declare.

**Note:** If the Proposer has had a Contract terminated for default in this period, the Proposer shall submit full details including the other party's name, address, and phone number. OSOS/WSL will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

**Termination:** \_\_\_\_\_  
**Reason:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(b) **Proposer's Employee Relationship to State**

If the Proposer or any party named above was, or is, an employee of the State during the past 24 months, the following information is required: 1) name; 2) agency employed by; 3) title; 4) and separation date.

If, following a review of this information, it is determined by OSOS/WSL that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of this Contract.

If no such relationship exists, the Proposer is to so declare.

**Company:** \_\_\_\_\_  
**Agency:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Separation Date:** \_\_\_\_\_

(c) **Persons Employed Both by State and Proposer**

Proposer's employing or having on their governing board as of the date of their proposal submittal, State employees, or former State employees shall identify such persons and their position and responsibilities within the Proposer's organization. If, following a review of this information, it is determined by OSOS/WSL or the CUSTOMER that a conflict of interest exists, Proposers may be disqualified from further consideration for the award of ensuing Contract.

If no such relationship exists, the Proposer is to so declare.

**Name:** \_\_\_\_\_  
**Agency:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Responsibilities:** \_\_\_\_\_  
**Current or Former Employee?** \_\_\_\_\_  
**If former, provide separation date** \_\_\_\_\_

(d) **SubContracting or Partnerships**

If the Proposer is using the capabilities of any subContractor(s) or partner(s), that are not a part of the Proposer's company/business, in responding to this RFP, then these entities must be identified below. If no such relationship exists at the time the proposal is submitted, then use of any subContractor requires prior written consent of the CUSTOMER preceding the commencement of any Contract work by said subContractor.

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_  
**Phone:** (       ) \_\_\_\_\_  
**General Description of Responsibilities and/or Categories of Expertise:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## Exhibit E Professional Reviewers' Questions

As described in Section 8.6, at least 12 library professionals representing academic (4 reviewers), public (4 reviewers) and K-12 (4 reviewers) libraries will review each product. For each section below (Content, Search Interface, User Support, and Technical Issues), the reviewers will be instructed to evaluate the product using the questions and rating scale below. For each item, rate the database on the following scale by circling the appropriate number. Please provide written comments to support your numerical ratings.

1	=	Unacceptable
2	=	Poor
3	=	Good
4	=	Excellent

### Content/Coverage/Scope/Audience:

1. Is the information covered in the database as exemplified in the information you retrieved adequate? Is the content suitable for ready reference, basic inquiry, or in-depth research? Is it what you expected from this database?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_

2. Does the content as exemplified in the information you retrieved match the intended audience of the database? Does the scope of the content covered and the intended audience of the database meet the needs of your users?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_

3. If the database offers full-text, is the proportion of full-text items available to total items indexed satisfactory? Were half or more of retrieved items generally available in full text?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_

4. Is there adequate coverage of both current information and retrospective information (or back issues)? Did you notice any problems with information currency, such as might be caused by title content embargoes or other delays in adding information to the database?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_

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**Search Interface:**

5. Are the search screens easy to understand and use?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Are the steps to perform advanced searches, or to refine or limit a search, easy to understand and execute?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Are there adequate searching features? (Boolean, truncation, limits, field specific searches, subject browse, etc.?)

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Can the search function(s) adequately distinguish between a search for Washington State, Washington D.C. and George Washington?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Are the search results presented in a logical and easily understood manner? Are there options for customizing search results?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**User Support:**

10. Are the help screens easy to find, understandable, and do they cover the important features of the database?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Are “no results found” messages clear and easy to understand? Do they give adequate/satisfactory instructions on possible solutions to the problem?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Is there easy to find information on how to directly contact the user support department (telephone number, e-mail address, web site, etc.) for the database?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Technical Issues:**

13. Is the database response time acceptable when searching and retrieving information?

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Are the output options satisfactory and easy to understand and use? (sorting, marking, printing, downloading, e-mailing the results, etc.?)

1                      2                      3                      4

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit F Cost Proposal Table**

Proposer: \_\_\_\_\_

General Periodical (GP)                      Newspaper (N)                      Circle the appropriate product(s)

Audience	Price to Whole State*	Price to Segments of Library Market	Segment prices are based on:	Notes
K-12	XXXX	\$		
Public	XXXX	\$		
Comm. College	XXXX	\$		
Private Acad.	XXXX	\$		
Public Acad.	XXXX	\$		
Special (includes medical, tribal)	XXXX	\$		
Total Price:	\$	\$		

\*Excluding FTE's from the six state-funded (CLP) universities (see Exhibit I, Library Data, Academic Libraries, p. 2).

**Costs:**

1. Fill in each box above that has a \$ symbol in it.

Note for the “Based on” column: Please indicate your method of determining costs for each segment of the library audience, based on an FTE model of your own choice. For example, you might use a ratio of 20:1 to describe the population served by a public library compared to the FTE's at an academic library.

2. “Not-To-Exceed” Pricing – (See Section 7.1 of this RFP.) Indicate the maximum, not-to-exceed price that will be charged. A “not-to-exceed” price is a publicly stated maximum per user/FTE price that would be available to any participating library. If a vendor and library or library group negotiate a price less than the amount stated in the contract, as part of the statewide licensing process we would expect that price to be offered to similar libraries (e.g. same type and/or audience size, same level of usage, etc). Contract pricing will be freely shared with other libraries and library groups after the award, and is subject to public disclosure under RCW 42.17.
3. Once an ASV has been selected and the OSOS/WSL begins to determine how many libraries will participate in the contract, there may be negotiations with the ASV to scale prices down based on less than total participation in one or more segments of the library community.
4. Describe below any additional costs for the General Periodical and Newspaper Databases. Include training, central billing (if applicable) costs for end-user materials, costs to users to for additional format delivery options, and so on.

**Describe any additional costs such as special hardware/software requirements, travel, training costs, central billing if applicable, publicity materials, etc that are not included in your base cost listed above.**

Note: If it is necessary to make any table larger to accommodate Proposer’s answers, that is acceptable as long as the table does not exceed the width of an 8.5 x 11 sheet of paper.



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**Exhibit H Sample Reference Check**

Proposer's submission of this form constitutes permission for OSOS/WSL to contact the reference indicated herein.

1. Name of Proposer for whom this reference applies:	
2. Contact Name of Reference:	3. Contact's E-mail:
4. Contact's Phone Number:	5. Category of Services Provided:
6. Time Frame of Services Provided:	7. Budget for Services Performed by Proposer:
8. Description of Services Performed:	
9. Notes (This space reserved for OSOS/WSL use):	

**Exhibit I Library Data**

Download separately from SDL Web site: <http://www.secstate.wa.gov/library/libraries/projects/sdl/>