

This is a reposting of this RFP due to a new response due date and Question and Answer period adjustment

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE (OSOS)
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
RFP NO. 21-01**

PROJECT TITLE: Statewide Database Licensing

PROPOSAL DUE DATE: February 19, 2021

EXPECTED TIME PERIOD FOR CONTRACT: 2 Years plus 3 optional 1-year extensions

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State, Washington State Library Division, hereinafter called "OSOS," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project to provide web-based digital products or services to nonprofit libraries and their patrons throughout Washington State.

Since 1998, the Washington State Library, under the aegis of the Statewide Database Licensing Project, within the Library Development Program, has been procuring digital products, typically research databases, on behalf of the libraries and people of Washington, using federal Library Services and Technology Act (LSTA) funding to partially subsidize the purchases. Past procurement documents (e.g., RFPs) have been issued in 1998, 2000, 2004, 2010, and 2016.

The existing contract, which expires June 30, 2021, serves 58 public libraries and library systems, 18 private institutions of higher learning, 35 community and technical colleges, including Washington Online (WAOL), 14 nonprofit medical/research/special libraries, including 2 state government agency libraries, all 9 Educational Service Districts (ESDs), representing about 300 school districts and 2,600+ K-12 schools, both public and private, and tribal libraries (26 are eligible; but only 2 are currently actively using the service). Under the terms of the contract, the six state-funded institutions of higher education are also eligible to participate, but only one has chosen to do so. All of the state's estimated 7,656,200 citizens are eligible to access the resources provided under the current contract. See Exhibit E for more detailed information on participating libraries.

1.2 OBJECTIVE

1.2.1 General Objectives

Through Washington libraries, all Washingtonians will have access to a range of digital products and services with which to address their informational, educational, and recreational needs. And, Washington libraries will be able to leverage their resources to gain cost effective access to these products. The purpose of this RFP is to competitively select one or more vendors to provide web-based digital products or services including aggregated periodical databases and K-12 resources as described in the body of this RFP. A successful proposal may include a response to one or both categories, as described below. One or more contracts may be awarded as a result of this RFP.

1.2.2 SDL Advisory Committee and Customer Definition

A committee of representatives from all types of libraries known as the Statewide Database Licensing Advisory Committee (SDLAC) assists in guiding this project and in making recommendations on behalf of the library community. OSOS is acting on behalf of the citizens of the State of Washington and the libraries of Washington State, as represented by the Statewide Database Licensing Advisory Committee (SDLAC), and the Washington State Library, hereinafter collectively referred to as the "CUSTOMER."

1.2.3 General Periodicals Database(s)

The CUSTOMER is seeking one or more databases of primarily full text magazine and journal articles covering a wide variety of subject areas and topics. There can be separate products for public vs. academic vs. K-12 libraries, or a single all-inclusive product, but the needs of all types of libraries (public, academic, K-12, special) should be addressed. Both popular and scholarly periodicals should be included in the proposal. The combined database package should offer a minimum of 7000 unique current titles of which at least 75% should preferably be full text. Coverage should include at least the current year plus ten (10) years and be searchable as a single file. All articles should include indexing, citations, and abstracting.

Note: Because the CUSTOMER already has a contract in place for a wide array of online newspaper content, including titles covering the State of Washington, a large-scale newspaper collection is not part of this procurement effort. Nevertheless, inclusion of a few key newspapers of national significance such as the *New York Times* and *Washington Post*, would be useful.

1.2.4 K-12 Resources

The CUSTOMER is seeking one or more products with content appropriate to children, teens, and younger students (K-6 and/or K-12). These products should emphasize age-appropriate research-oriented full-text content from sources such as magazines, journals, newspaper articles, books, and/or original content developed for the product, as well as a balance of content in media formats (e.g., graphics, video, sound). The product(s) should include a search interface designed for the younger researcher, with content appropriate for elementary and secondary reading levels. The ability to limit or search by reading level is highly desirable, as is correlation with State K-12 Learning Standards. The State's K-12 Learning Standards may be found at: <http://www.k12.wa.us/CurriculumInstruct/learningstandards.aspx>.

1.3 MINIMUM QUALIFICATIONS

1. Contractor must be registered to do business with the state and have a current Unified Business Identifier (UBI) number.
2. Contractor must have at least 5 years experience in providing services similar to those described in this RFP.
3. Contractor's products proposed in response to this RFP must be web based, and available via standard web browsers.

1.4 PERIOD OF PERFORMANCE

1.4.1 The period of performance of any contract resulting from this RFP is scheduled to begin on or about July 1, 2021 and to end on June 30, 2023. OSOS reserves the right to extend the period of performance for up to three (3) additional one-year terms. Any extension will be subject to mutual agreement between OSOS and the Contractor. The total contract term may not exceed five (5) years.

1.4.2 Implementation

- a. The Proposer must ensure access to participating libraries by July 1, 2021. Implementation may begin as soon as the contract is executed. Customer will provide a roster and contact information for participating libraries. It is acknowledged that Proposer will not be held responsible for libraries that do not respond within the agreed implementation schedule.
- b. As a part of the transition, Proposer(s) should be prepared to provide access to all new products offered under any executed contracts starting as early as May 1, 2021 at no additional charge to OSOS or the participating libraries.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor – the Contractor identified by OSOS, after evaluation of Proposals, who is recommended for contract award.

Contractor – the individual or company submitting a Proposal in order to attain a contract with OSOS. Other terms that may be used to refer to Contractor include Proposer, Licensor, and Vendor.

OSOS – The Office of the Secretary of State, the agency of the state of Washington that is issuing this RFP.

Proposal – A formal offer submitted in response to this solicitation.

RFP – This Request for Proposals.

WEBS – Washington's Electronic Business Solution, an online vendor registration and bid notification system.

1.6 Americans with Disabilities Act Compliance

OSOS complies with the Americans with Disabilities Act. Contractors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSOS for this procurement. All communication between the Contractor and OSOS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Will Stuiwenga
Address	PO Box 42460
City, State, Zip Code	Olympia, WA 98504-2460
Street Address	6880 Capitol Blvd. SE
City, State, Zip Code	Tumwater, WA 98501
Phone Number	360.704.5217
Fax Number	360.586.7575
E-Mail Address	will.stuiwenga@sos.wa.gov

Any other communication will be considered unofficial and non-binding on OSOS. Contractors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Contractor.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	January 15, 2021
Question and Answer Period	Jan.15 – Feb. 2, 2021
Last Date for Questions regarding RFP (<i>end of Q&A period</i>)	February 2, 2021
Publish complete list of Q&As on WEBS and OSOS website	February 4, 2021
Last Amendment to RFP (<i>7 business days before Proposals due</i>)	February 9, 2021
Last Date for Complaint (<i>5 business days before Proposals due</i>)	February 11, 2021
Proposals Due	February 19, 2021
Evaluate Proposals	2/19/21 – 4/2/21
Conduct Oral Presentations with Finalists (optional)	March 15 – 19, 2021
BAFO, if needed	March 1 - 31, 2021
Announce Apparent Successful Contractor and Notify Unsuccessful Contractors	April 7, 2021
Hold Debriefing Conferences (if requested)	See Section 4.10
Protest	See Section 4.10
Negotiate and Execute Contract	April 8 – May 1, 2021
Begin Contract Work	May 1 – June 30, 2021

OSOS reserves the right to revise the above schedule.

2.3 Not Used

2.4 SUBMISSION OF PROPOSALS

Contractors are required to submit an electronic copy of their Proposal.

The Proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

The Proposal must be received by OSOS no later than 4:00 p.m., Pacific Time, on February 19, 2021. Attachments to the e-mail shall be in Microsoft Word format. An electronic version provided in a format that cannot easily be edited (e.g., PDF alone, without equivalent Microsoft Word version), will be considered nonresponsive. A PDF version may be provided as a more permanent reference supplement to the Microsoft Word version, if desired.

Late Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation become the property of OSOS.

The Contractor's Proposal must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere unless specifically requested to do so. The e-mailed Proposal shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the Proposal as non-responsive.

Include Contractor's contact information for this RFP with name, title, email, and telephone number.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

All Proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the authorized officer of OSOS and the Apparent Successful Contractor; thereafter, the Proposals shall be deemed public records as defined under the Public Records Act, RCW Chapter 42.56.

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractor 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 will consider a Contractor's request for exemption from disclosure; however, OSOS will make a decision predicated upon RCW Chapter 42.56 and Chapter 143-06 of the Washington Administrative Code. Marking the entire Proposal exempt from disclosure will not be honored. The Contractor 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 Contractor 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 42.56.120. 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.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on WEBS and the OSOS website: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFP and also placed in WEBS and the OSOS website. OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 SMALL, MINORITY-OWNED, WOMEN-OWNED, AND VETERAN-OWNED BUSINESS PARTICIPATION

The state of Washington encourages participation in all of its contracts by Washington small businesses, minority-owned and women-owned businesses, and veteran-owned businesses. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Per RCW 39.26.010(22), a “small business” is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (1) certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either fifty (50) or fewer employees or a gross revenue of less than seven million dollars annually; or (2) is certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Contractors that qualify as a “small business” within the meaning of RCW 39.26.010(22) are encouraged to complete and submit with their Proposal the Small Business Self-Certification Statement attached as Exhibit B.

Contractors that are women-owned or minority-owned as described in RCW 39.19 and have not been certified with OMWBE are encouraged to do so. Contractors may contact OMWBE at (360) 664-9750 or technicalassistance@omwbe.wa.gov to obtain information regarding certification and certified firms. Contractors that are veteran-owned and have not been certified with the Washington Department of Veterans Affairs (WDVA) are encouraged to do so. Contractors may contact WDVA at (360) 725-2169 or vob@dva.wa.gov to obtain information regarding certification and certified firms.

No preference will be included in the evaluation of bids for small, minority-owned, women-owned or veteran-owned businesses, no minimum level of small, minority-owned, women-owned or veteran-owned business participation will be required as a condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis. However, any affirmative action requirements set forth in federal statutes or regulations included or referenced in the contract documents will apply.

2.8 ACCEPTANCE PERIOD

Proposals must provide 120 days for acceptance by OSOS from the later of the due date for receipt of Proposals or receipt of best and final offers (if utilized). Contractor agrees that during the acceptance period it may not modify, withdraw, or cancel its Proposal.

2.9 RESPONSIVENESS

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive.

OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

OSOS reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Contractor can propose. OSOS reserves the right to contact a Contractor for clarification of its Proposal. OSOS also reserves the right to enact a best and final offer (BAFO) process. If so enacted the procedure is described in Section 4.

The Contractor should be prepared to accept this RFP, all addenda to this RFP, all clarifying responses and a best and final offer, as applicable, for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Contractor’s Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to OSOS.

2.11 CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the Contract including General Terms and Conditions attached as Exhibit D. In no event is a Contractor to

submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

OSOS will not be liable for any costs incurred by the Contractor in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or OSOS to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

OSOS reserves the right at its sole discretion to reject any and all Proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

1. The Assistant Secretary of State, the Deputy Secretary of State, or his or her delegate, are the only individuals who may legally commit OSOS to the expenditure of funds for a contract resulting from this RFP.
2. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.
3. Any contract(s) awarded as a result of this RFP are contingent upon the continued availability of CUSTOMER funding.

2.16 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Contractor will be provided a form to complete with the contract to authorize such payment method.

2.17 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit D, Contract including General Terms and Conditions.

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 responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of the contract.

2.18 EVALUATION PREFERENCE

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – *Supporting Workers' Rights to Effectively Address Workplace Violations* (dated June 12, 2018), OSOS will evaluate bids for best value and provide a bid preference in the amount of 5% of the available proposal points to any bidder who certifies, pursuant to the certification attached as Exhibit C – *Contractor Certification for Executive Order 18-03 – Workers' Rights*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

3. PROPOSAL CONTENTS

Electronically submitted Proposals are to be formatted as if for printing on eight and one-half by eleven (8 1/2 x 11) inch paper. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)

2. Digital Products Proposal
3. Technical and Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Contractor in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the Proposal for the Proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the Proposal. Include their position and responsibilities within the Contractor’s organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

3.2 RELATED INFORMATION (MANDATORY, not scored)

1. If Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If Contractor’s staff or subcontractor’s staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and such litigation determined that the Contractor was in default.
4. Submit full details of the terms for default including the other party’s name, address, and phone number. Present the Contractor’s position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.
5. If during the past two (2) years and/or currently Contractor has been the subject of any merger or acquisition inquiries, or Contractor has initiated any merger or acquisition inquiries to another company, including any discussions that led to successful, ongoing, or abandoned proposals, please provide details.
6. If during the past two (2) years and/or currently Contractor has undergone bankruptcy or similar proceedings, please provide details.

3.3 DIGITAL PRODUCTS PROPOSAL (SCORED)

Proposer's response must clearly indicate which category or categories of products (as defined in Section 1.2. of the RFP) are included in the proposal. Proposals may refer evaluators to web sites for additional product information beyond the brief descriptions requested here. Please be aware that "e.g." means "for example" and that lists or terms following that expression should not necessarily be regarded as exhaustive.

3.3.1 Periodicals Database(s)

A. Database Descriptions:

- a. For proposals that include one or more periodicals databases (See Section 1.2.3), list and provide a description (500 words or less) for each of the database product(s) you are proposing. Any subject specific periodicals databases that are included in this proposal should also be listed and described here.
- b. Include in the description a brief statement of the total number of titles as well as the number of full text titles in the proposed database package. Include counts for the current year as of the time of your response.
- c. Do not include any title lists within the body of the proposal itself. Title lists may be provided separately, in electronic format, or linked from Proposer's website.

B. Definitions (use these definitions when responding to any relevant items below):

- a. The term "full text" is defined as providing readers with full access to the intellectual content of a publication. To be considered full text, the preponderance of content of all articles, editorials, letters to the editor, reviews, and other items of intellectual content in the publication must be included in the database (syndicated content which a publisher is not authorized to provide is excepted from this definition). Periodicals from which only a portion, or only selected content, appear in the on-line version are not considered to be full text. Ideally, the database should provide citations for any items for which the full text is not available.
- b. The term "current" is defined as any title for which there is no close date, and for which the database carries the most recent issue permitted by the publisher. A title for which full text coverage exists in the past, but for which current full text coverage is not provided, may not be included in counts of current full text titles.
- c. The term "closed title" is defined as any title for which current coverage (either full text or abstracting and indexing) is not available in the database being proposed, regardless of the reason.
- d. The term "embargo" is defined as any defined period of time between publication and the right to add the content to the Proposer's database.
- e. The term "exclusive" is defined as any title for which the Proposer has an agreement with the publisher or source, limiting or excluding access through other venues or entities, such as other database producers or competitors. In addition to titles available only through the Proposer's database, a title which is provided without embargo by Proposer, where competitors can only offer the same content with an embargo, is considered to be exclusive.
- f. The term "backfile" in this context, means the number of years of previous content coverage prior to the current date.

C. Database Title Counts:

For each periodical database included in the proposal, provide the following detailed title counts. Use "Exhibit-G--Periodical-Title-Count-Template-Form.xlsx", a spreadsheet, to record responses to the following questions:

- a. How many titles, total, are included in your proposed periodical database(s)?
- b. How many current full text titles are included? (Provide total number and percentage).
- c. What is the average length of backfile provided for current full-text titles? How many current full text titles provide full text back files as follows:
 - i. Greater than 1 year but less than 3 years?
 - ii. 3 years or greater but less than 5 years?
 - iii. 5 years or greater but less than 10 years?

- iv. 10 years or more?
- d. Describe the full text formats (e.g., text, text + graphics, page image, etc.) available for full text content, and the number and percentage of full-text titles for which each format is available.
- e. Are there full-text titles for which graphs, charts, and images (or any other graphical content) that were present in the original are NOT included in this Database Product? If so, list the number and percentage of such titles, and provide access to a list of such titles.
- f. If you are proposing to provide multiple periodical databases, is there any overlap between them? If so, provide the percentage of overlap for each.
- g. Provide access to a list of embargoed titles. How many included full text titles have embargoes, as follows:
 - i. Less than 90 days (or less than 3 months)?
 - ii. 90 days or more (or 3 months or more) but less than 6 months?
 - iii. 6 months or more but less than 1 year?
 - iv. 1 year or more?
- h. How many exclusive titles are included? Provide total number, and percentage and provide access to a list of such titles.
- i. Peer reviewed titles:
 - i. Provide your definition of peer reviewed.
 - ii. Provide access to a list of peer-reviewed titles.
 - iii. Provide the number and percentage of current full text peer reviewed titles that are included.
 - iv. How many (number and percentage) of peer reviewed titles have embargoes?
 - v. How many (number and percentage) of peer reviewed titles are exclusive?
 - vi. How many (number and percentage) of peer reviewed titles have no full text (i.e., citations and abstracts only)

3.3.2 K-12 Resources

For proposals that include one or more K-12 Resources (See Section 1.2.4) list and provide a description (500 words or less) of the content and interface for each. Specify the number of titles included (if applicable), including the number of full text titles and the scope of coverage (subjects and dates). If other media formats (e.g., images, video, sound) are included, describe the types of content, and include totals for each type.

In addition to the general description provided above, respond to these specific questions for each proposed K-12 database product:

- a. Describe the scope (subjects covered) and intended audience levels.
- b. Describe the amount and percentage of included material at each defined audience or reading level. Be sure to include the totals for beginning readers, e.g., with Lexile levels of 750 or below. Images with captions are not to be included as separate items in these counts.
- c. Describe the method or criteria by which content is assigned to reading levels (e.g., Lexiles).
- d. Describe any features for searching or limiting by reading level.
- e. Describe any correlation of content with State learning standards.
- f. Describe the sources from which the database content is drawn, including counts (e.g., periodical titles, book titles, counts for media format materials, etc.).
- g. Is there a specialized search interface aimed at younger users? Provide a brief description.
- h. Describe any teaching or curricular material that is included.
- i. Describe any other significant features intended for the K-6 and/or K-12 user base (both students and teachers).

3.3.3 Offering Choices

The CUSTOMER is interested in providing choices to participating libraries in Washington State. Proposals that offer multiple choices that are considered to be of potential value to Washington libraries will be scored higher than those proposals that do not offer such choices. Choices that are offered may relate to one of the two primary categories listed above, or may focus on the types of other resources listed below (or both). These choices may be subsidized so long as the participating libraries are able to select one or more of the offered choices in place of one or more of the two primary category options, at no increase to the total contract cost.

It is requested that vendors who submit proposals in response to one or both of the two original and primary categories listed above provide alternatives for libraries to choose from. Even if a vendor is proposing in both of the primary categories, within the proposal that vendor could offer alternatives. For example, if a particular library does not wish to purchase one or more of the resources provided in one or more of the primary categories, are there alternative products that they could substitute in place of the components not desired?

Ideally, proposals offering these kinds of choices should be structured in such a way that participating libraries can easily pick and choose from a variety of options, without increasing the total cost of the package selected. Resources providing choices should be of interest to public, academic, K-12 and/or health and special libraries. These other resources could include (but are not limited to) topics such as genealogy, language learning, test/job preparation, business directories, auto repair, science, health, nursing, streaming audio/video, PreK and/or elementary level reading/literacy, encyclopedias, issues presented from multiple viewpoints, reader's advisory, and so forth.

An alternate approach to providing choices could involve separate packages for different types of libraries, i.e., one package geared toward academic libraries, one designed for public libraries, and so forth. However, in this type of proposal, it is preferred that libraries are allowed to choose a different package than the one designed for their library type, if desired.

Note: One third (1/3) of the total Digital Products Proposal score will be awarded on the basis of this Section 3.3.3 Offering Choices.

3.4 TECHNICAL AND MANAGEMENT PROPOSAL (Scored)

3.4.1 License Agreement

Provide an electronic (editable, Microsoft Word format) copy of the proposer's standard license agreement(s), and/or terms of use, both those that apply to libraries, and any that apply to end users, including any "click through" agreements, terms of use, or conditions. Indicate the degree to which terms and wording of these license agreement(s) may be negotiable.

Specific license terms that are desired and will be scored include:

- a. Authorized Users shall include any person affiliated with any participating library, its campus locations or community (i.e., any holder of a valid library card), and any persons (e.g., walk-ins) permitted to use the product within the premises of a library facility.
- b. Licensee and participating libraries are not liable for unauthorized use of the product as long as reasonable efforts have been made to authenticate users, and to inform them of the terms of use.
- c. If either party is aware of any unauthorized use, both parties will cooperate to address unauthorized use and/or access.
- d. Should an Authorized User commit a breach, Licensee and/or the specific participating library will cooperate with the licensor to investigate and make reasonable efforts to prevent recurrence. Licensor may terminate a user's access 30 days after first providing notice. If the breach is the cause of serious material harm, the licensor may temporarily suspend access to the product and provide immediate notice of the suspension and details. Such suspensions will be of the shortest duration sufficient to terminate and block unauthorized activity.
- e. In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise imposes online terms and conditions invoked by the use or viewing of Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail.
- f. For the avoidance of doubt, Authorized Users are not a party to this Agreement.
- g. Neither Licensee nor any participating library or its parent institution shall be liable for a breach of this Agreement by another participating library or institution.
- h. If either party or any participating library breaches the terms of the license, the other party will allow 30 days to cure the breach. If the breach is not cured, the non-breaching party may terminate the contract and shall provide a pro-rated refund if the breaching party is the Licensee.

- i. Licensor warrants that the use of the licensed material as permitted by the license does not infringe upon the intellectual property rights of any person or organization.
- j. Licensor indemnifies and holds participating libraries and Licensee harmless from liability and costs arising from action taken against them by a party who claims infringement of rights. This indemnity survives the termination of the license, but does not apply if the library has altered the content in a way not permitted by the license.
- k. Licensor is permitted to withdraw from the licensed materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. Licensor shall give written notice to Licensee of such withdrawal within ten (10) business days of such withdrawal. If the material withdrawn represents more than ten per cent (10%) of the database or if the material withdrawn represents a removal of titles the Licensee considers critical, Licensor shall refund to Licensee that part of the fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the subscription period.
- l. Licensee and participating libraries cannot be required to agree to non-disclosure of licensing terms or prices.
- m. Any alterations to license terms must be in writing and agreed to by both parties.

3.4.2 Usage Constraints

Licensee(s) and Authorized Users are permitted to make use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. Specifically, describe any license limitations or restrictions on the following:

- a. Licensee and Authorized Users may electronically display, download, digitally copy, and print a reasonable portion of the Licensed Materials.
- b. Authorized Users may provide, by paper or electronic means, a single copy of an individual document that is part of the Licensed Materials to a colleague who is not an Authorized User for personal, scholarly, educational, scientific, or professional use, but in no case for Commercial Use.
- c. Licensee and Authorized Users may extract and use, with appropriate attribution, excerpts from the Licensed Materials for academic research, scholarship, and other educational purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism, teaching, research, and analysis.
- d. Licensee(s) may create persistent links to Licensed Materials for access by Authorized Users from within Secure Networks.
- e. Licensee(s) and Authorized Users may incorporate reasonable portions of the Licensed Materials in Electronic Reserve collections, course management systems, and printed and electronic coursepacks or other educational materials for Authorized Users in the course of instruction at a member institution, and/or in electronic learning environments hosted on a secure network, but not for commercial use. Each such item shall carry appropriate acknowledgement of the source. Coursepacks in alternate formats may also be offered to Authorized Users that require accessible formats.
- f. Licensee may fulfill requests, using secure electronic, paper, or intermediated means, a practice commonly called Interlibrary Loan, in compliance with Sections 107 and 108 of the United States Copyright Act and interlibrary loan guidelines and practices.

3.4.3 Responsive Web Design (RWD)

Describe the Responsive Web Design status of the database product(s) being proposed.

- a. Is the user interface fully compatible with Responsive Web Design principles, providing an optimal viewing and interaction experience across a wide range of devices including desktop computer monitors, tablets, and mobile phones?
- b. Mobile apps are not considered to be a satisfactory substitute for RWD; however, if mobile apps are available for the database product(s) being proposed, briefly describe their functionality (or limitations) in relation to the standard interface, and provide a list of systems or platforms for which they are available.

3.4.4 MARC Records

It is considered desirable that libraries have access to MARC records that meet industry standards for periodicals and monographs included in any proposer database(s).

- a. Describe the availability of MARC records for titles in the proposed database product(s).
- b. If MARC records are available, please be prepared to provide sample records for examination upon request.

3.4.5 Authority Control

- a. Describe the authority control for names and subjects in the database product(s). Indicate the source of authority.
- b. For each proposed database product, list and/or describe any thesauri or subject heading lists that are used.

3.4.6 Local Branding

It is desirable that proposed product interfaces provide visual and verbal attribution to any agencies providing funding or other support for the contracted resources.

- a. Describe any branding and visual customization capabilities available within the proposed product(s).
 - i. Specify where in the search interface such customization or branding will be displayed, and on which interface screens it will appear (search, results, etc.).
 - ii. Describe the technical specifications used or required, e.g. graphic file types, dimension of files (in pixels and/or inches), support for HTML including linking capabilities, any limitations on length of text messages, etc.).
- b. Describe how interface screens can be customized/branded to display logos, statements of credit, and links at multiple levels (e.g., for the local library, the consortium, the Washington State Library, and/or IMLS, The Institute of Museum and Library Services).
- c. Describe how consortial branding can be applied or inherited without individually editing each individual library account's interface.

3.4.7 Usage Statistics

For each product and/or platform proposed in response to this RFP:

- a. List the time intervals for which usage statistics may be generated (hourly, monthly, annually, etc.).
- b. How far back can usage statistics be generated (3 to 5 year minimum preferred)?
- c. Indicate which of the following are available:
 - i. Total search sessions
 - ii. Total number of (non-overlapping) searches
 - iii. Total number of unique users
 - iv. Total number of document retrievals: citation/full text requests/views/downloads/exports, etc.
 - v. Number of document requests per source (such as individual periodical titles)
 - vi. All of the above provided both statewide, and divided by type of library (public, academic, 2-year academic, K-12, special, etc.); enumerate a complete list of levels at which statistics can be generated in a statewide consortial agreement.
- d. Can statistics be obtained by the Customer without vendor intervention?
- e. Can statistical reports run automatically, and be e-mailed to the Customer at prescribed intervals?
- f. Are usage statistics COUNTER and SUSHI compliant, and if so, at what level(s) or version(s)?
- g. For usage reports generated by the proposer's system, are relevant metadata (title of the report, time period covered, other parameters set by the requestor) included within the body of the report itself?
- h. It is required that the proposer provide usage statistics directly to the consortium manager periodically and as requested. Please affirm the proposer's commitment to this provision.
- i. Proposer must insure that all participating library accounts are properly assigned to library type categories (e.g., public, academic, CTC, K-12, special, etc.) for statistical usage reporting purposes, and shall conduct an annual statistical accounts audit to insure compliance, and provide a complete listing of accounts, showing the correct hierarchical structure. Please state proposer's commitment to this provision.

3.4.8 Authentication

- a. List and describe the user authentication methods that are available.

- b. It is expected that the Proposer will provide access via authentication systems currently in use by participating libraries. List and explain any authentication methods considered unsatisfactory by Proposer.
- c. No modification to access of resources will be made without a thirty (30) day announcement of the proposed changes and a reasonable response time for a Licensee to agree to said changes and for participating libraries to adopt the new access mode employed. For libraries using username/password for authentication, Licensor may not change passwords without such advance notice.

3.4.9 Training for Library Staff

- a. Please state your firm's commitment to providing training for Washington library staff, both virtually, and on site in person.
- b. Provide specifics of available training resources, including staff.

3.4.10 Promotion and Marketing

A public awareness campaign will be mounted to assist in making end users aware of electronic products offered by libraries to the people of Washington State. Libraries have traditionally had difficulty marketing database resources to end users. Without satisfactory usage, the rationale for continuing library database subscriptions is reduced. Please describe the type of assistance your company will contribute to efforts to promote its electronic database products to the public, should you be awarded a statewide contract:

- a. Describe any public service announcements, or other media marketing that your company is prepared to provide to media outlets.
- b. Does your company employ web-based or social media marketing (e.g., Google keywords, Facebook ads, SEO, etc.)? If so, describe any efforts in this area that your company is prepared to provide as part of this contract, or at additional cost (specify this in the Cost Proposal).
- c. Describe any digital marketing materials, e.g., ready-made social media graphics, template text for social media posts, etc., that your company makes available to participating libraries. Are these resources customizable?

3.4.11 Transition

- a. Existing contracts with participating libraries:
Proposers must agree to grant prorated credit or refunds to libraries that have existing overlapping contracts or subscriptions with the Proposer for identical products if such vendor's proposal is granted a contract under this RFP.
 - i. Provide a listing of libraries with such overlapping subscriptions or contracts.
 - ii. Describe how credit or refunds to these libraries will be implemented.
- b. Implementation:
 - i. The Proposer must ensure access to participating libraries by July 1, 2021. Implementation may begin as soon as the contract is executed. Customer will provide a roster and contact information for participating libraries. It is acknowledged that Proposer will not be held responsible for libraries that do not respond within the agreed implementation schedule. Briefly describe Proposer's implementation plan, including staffing resources available for implementation.
 - ii. As a part of the transition, Contractor(s) should be prepared to provide access to all new products offered under any executed contracts starting as early as May 1, 2021 at no additional charge to OSOS or the participating libraries.

3.4.12 Americans with Disabilities Act (ADA)

- a. To demonstrate compliance with the federal [Section 508 Guidelines](#), provide a current completed Voluntary Product Accessibility Template (VPAT) for each proposed product and/or platform. For any product or platform that does NOT demonstrate conformance level AA, respond to questions b. through e. All proposals should respond to items f. and g.
- b. Describe the extent to which your database product or products are or are not ADA accessible and list all incompatibilities.
- c. Describe how your database product(s) do or do not meet or comply with the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 as found at <https://www.w3.org/TR/WCAG21/>

- d. Describe how your database product(s) do or do not meet or comply with the US Government's Section 508 Guidelines.
- e. The product's graphic interface should support assistive software or devices, e.g., large print interfaces, voice-activated input, alternative keyboard or pointer interfaces, screen readers, etc. Provide a list of assistive software or devices that have been tested with and are compatible with each product or platform proposed in response to this RFP.
- f. If a licensed product or any of its contents does not comply with applicable accessibility law(s) or standards, the Customer requests that the Licensor make needed accessibility modifications to support the needs of Authorized Users and/or provide accessibility modifications within an agreed upon implementation schedule, preferably prior to renewal of this 2-year contract. Provide a statement indicating the degree of ability and/or intent to comply.
- g. Provide a statement of the customer's right or permission to adapt the licensed material in order to comply with federal and state law, in the event that a product is determined to lack full compliance.

3.4.13 Hours of Service

The system should be available over the World Wide Web 24 hours per day, 365 days per year, with 99.9% uptime per rolling year excluding scheduled downtime. If access does not meet these standards, appropriate reimbursement is in order. The Contractor 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 on any day of the week.

- a. How many hours a week are your database products available?
- b. Describe or list regularly scheduled times during which the service would be unavailable including any regular scheduled maintenance periods.
- c. For each product or platform proposed, state the actual hours and percentage of availability (uptime) based on system availability data during the most recent 12 months. Or conversely, state the actual hours during which the system was unavailable during the most recent 12 month period.

3.4.14 Customer Service

Describe the available customer service:

- a. Do you provide a toll-free customer service telephone number?
- b. What options (e.g., e-mail, web, chat, phone) are available to reach customer service staff?
- c. In Pacific Time, state the hours that customer service is available.

3.4.15 Technical Support

Describe the technical support available for library staff, and for end users (library patrons):

- a. Do you provide a toll-free technical support telephone number?
- b. What options (e.g., e-mail, web, chat, phone) are available to reach technical support staff?
- c. In Pacific Time, state the hours that technical support is available.

3.4.16 Confidentiality and Privacy

The Proposer must maintain institutional and consortial confidentiality as well as user confidentiality and privacy. It is important that the Proposer agree not to release, sell, or otherwise provide statistical or other information about Customers (participating libraries) or end users (library patrons) without explicit, written permission, and will do so only for Customer and/or specific participating libraries at their request, or as required in response to legal requirements.

- a. Provide electronic copies of any relevant existing confidentiality and privacy policies or statements, including any applicable to end users (library patrons), and/or provide a statement of the Proposer's commitment to confidentiality and patron privacy specific to this Proposal that addresses the following:
- b. Proposer should affirm that no personally identifiable information, including but not limited to log-ins recorded in system logs, IP addresses of patrons accessing the system, saved searches, usernames and passwords, will be shared with third parties, except in response to a subpoena, court order, or other legal requirement.
- c. Proposer should affirm that if compelled by law or court order to disclose personally identifiable information of users or patterns of use, vendor shall provide the library with adequate prior written notice

as soon as is practicable, in order that that the library and its users may seek protective orders or other remedies.

- d. Proposer should agree to notify library and users as soon as possible if the Proposer's systems are subjected to cyber-attack and/or breached, and the confidentiality of personally identifiable information is compromised.

3.4.17 Content Indexed by Search Engines

- a. Indicate the extent to which content from any products proposed in response to this RFP are included in, crawled by, or otherwise accessible via commonly used search engines such as Bing, Google, Google Scholar, Yahoo!, DuckDuckGo, etc.

3.4.18 Age of the Proposer's Products

- a. For each database or other product proposed under Section 3.3 above, list the length of time the product has been available in the market.
- b. For each database or other product proposed under Section 3.3 above, list the length of time the current major version of the platform or interface has been in operation. Combine responses for products that share platforms.

3.4.19 References (SCORED)

List names, addresses, telephone numbers, and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Contractor must grant permission to OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring Proposal(s) only.

3.5 COST PROPOSAL (SCORED)

The evaluation process is designed to award this procurement not necessarily to the Contractor of least cost, but rather to the Contractor whose Proposal best meets the requirements of this RFP, and that best serves the needs of the libraries of the State and their patrons. However, Contractors are encouraged to submit Proposals which are consistent with state government efforts to conserve state resources.

3.5.1 Identification of Costs

Use the Cost Proposal Form (Exhibit F) to indicate the maximum, not-to-exceed price (as defined below) that will be charged for the Database Product(s) that are proposed. If responding to both categories (as described in Sections 3.3.1 and 3.3.2), separate pricing for each category is required. A separate combined pricing proposal may also be provided. For each proposal category, a Cost Proposal Form (Exhibit F) must be completed. If a combined pricing proposal is provided, a separate Cost Proposal Table must be provided for the combined pricing proposal.

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.

OSOS is soliciting qualified vendor(s) for negotiation of digital product licenses on behalf of CUSTOMER. OSOS will coordinate the negotiation process with as many libraries as may choose to license the digital product(s) based upon the Proposer's pricing. Some 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 may be new customers who have not previously licensed any digital products from the qualified vendor(s). Pricing proposals should take all of these scenarios into account and address each.

It should not be assumed that all libraries statewide will be interested in purchasing all products proposed by potential Contractors, especially products offered under Section 3.3.3 Offering Choices. Pricing should reflect this reality. In the event that any costs are potentially based on participation levels, clearly state or describe any

pricing or discounting factors dependent on participation levels. Failure to comply with this instruction will be scored lower and may (at the discretion of the evaluation team) result in the disqualification of a proposal.

3.5.2 Billing Procedures as Part of the Proposal

Once products are licensed under the contract(s) resulting from this RFP, the intent is for the successful vendor to individually bill each Licensee, that is, each library that licenses their product(s). The Project Manager, with advice from the Statewide Database Licensing Advisory Committee, will apportion costs among the participating libraries, and 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 the Agency, and any such overbilling will be considered grounds for termination of the contract(s).

To reply to this section, each Proposer must affirm their ability and willingness to bill each participating library directly. If a Proposer strongly prefers – or requires – a central billing system (the Agency sends the vendor one check, and the 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 that in the Cost Proposal Form, Exhibit F, itemization of costs for individual billing, if there are any costs, is required.

Note on billing K-12 libraries: we do not expect that K-12 libraries will be individually billed during the contract period. We expect the nine Educational Service Districts in Washington or a similar entity to be the billing agent on behalf of participating school districts or individual schools, both public and private.

It is anticipated that approximately 135-145 individual invoices will need to be distributed by the vendor(s) to participating libraries.

3.5.3 Computation

The score for at least a portion of the cost proposal will be computed by dividing the lowest cost bid received by the Proposer's total cost. Then the resultant number will be multiplied by the maximum possible points for that portion of the cost section. Other portions of the cost proposal may be scored according to how well the instructions under Section 3.4.1 Identification of Costs, above, are followed, and whether the resulting proposals are considered to be reasonable or of potential value to Washington libraries.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of Proposals shall be accomplished by an evaluation team, to be designated by OSOS, which will determine the ranking of the Proposals. Both the Contractors' responsibility and the responsiveness of their Proposals to this solicitation will be evaluated. In scoring against stated criteria, the evaluation team may consider such factors as accepted industry standards and a comparative evaluation of other Proposals in terms of differing price and quality. These scores will be used to determine the most advantageous Proposal to OSOS.

After receipt of Proposals and prior to the recommendation of an award, OSOS, at its sole discretion, may initiate discussions with one or more Contractors for clarification, and/or select the top-scoring Contractors as finalists for an oral presentation, and/or initiate a best and final offer process.

4.2 RESPONSIBILITY

In determining whether a Contractor is responsible, OSOS will consider (1) the Contractor's ability, capacity, and skill to perform the contract; (2) The Contractor's character, integrity, reputation, judgment, experience, and efficiency; (3) Whether the Contractor can perform the contract within the time specified; (4) the quality of Contractor's performance of previous contracts; (5) The previous and existing compliance by the Contractor with laws relating to the contract; (6) Whether, within the three-year period immediately preceding the date of this RFP, the Contractor has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited

or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52; and (7) Such other information as may be secured having a bearing on the decision to award the contract.

4.3 RESPONSIVENESS

OSOS will initially classify all Proposals as either "responsive" or "nonresponsive". OSOS may deem a Proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or the content inadequate as measured by the RFP criteria; or (3) the Proposal does not meet RFP requirements and specifications. OSOS may find any Proposal to be nonresponsive at any time during the procurement process. If OSOS deems a Proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the Contractor by email.

4.4 EVALUATION WEIGHTING AND SCORING

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

- DIGITAL PRODUCTS PROPOSAL 30%
- TECHNICAL AND MANAGEMENT PROPOSAL 30%
- COST PROPOSAL 40%

Note: Proposals for Section 3.3.1 Periodicals Database(s) will be scored separately from proposals for Section 3.3.2 K-12 Resources.

References will be contacted for the top-scoring proposer(s) only and will then be scored and included in the Technical and Management Proposal score.

4.5 ORAL PRESENTATIONS

Oral presentations, if considered necessary or desirable, may be utilized in selecting the Apparent Successful Contractor. OSOS, at its sole discretion, may elect to select the top-scoring Contractor(s) from the evaluation of Proposals for an oral presentation and final determination of contract award. The cut-off for the top-scoring Contractors will be based on several considerations, such as responsiveness, qualifications, and competitiveness, suitability of the products and services offered, cost and economy, and the ability of the Contractor to perform. Should OSOS elect to hold oral presentations, it will contact the top-scoring Contractor(s) to schedule a date, time and location. Commitments made by the Contractor in the oral presentation, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the Apparent Successful Contractor.

4.6 BEST AND FINAL OFFER (BAFO).

Contractors are encouraged to submit their most competitive offer, but there is a potential for a best-and-final offer (BAFO) process. This section defines that process.

OSOS reserves the right, any point during the evaluation of Proposals, to notify all remaining responsive and responsible Contractors that OSOS will require them to submit BAFOs. Contractors will not be allowed to make material changes to their Proposals unless they receive a request for a BAFO from OSOS.

The notice will be in writing and will set a specific time and date certain by which the Contractor must submit the BAFO to OSOS. The BAFO notice may set additional conditions and requirements for its submission. The notice will advise Contractors that the BAFO shall be in writing and that following the closing date for submission, OSOS intends to select the highest scoring responsive and responsible Contractor for award. Prior to the closing date for the submission of BAFOs, OSOS may, at its discretion, engage in discussion with any or all remaining Contractors regarding how they can make their Proposals more responsive to the selection criteria in the RFP. All Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any pricing information or other content derived from Proposals submitted by competing Contractors.

For purposes of the BAFO, Contractors may make such changes to their original Proposals as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and the BAFO notice. Changes to the original Proposal must be clearly identified in the re-submitted Proposal using the Track Changes function in Microsoft Word.

Evaluation of BAFOs and selection of the Apparent Successful Contractor will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be substantially in accordance with the terms requested in this RFP and may not materially alter the requirements of the RFP. Contractors may be requested to make an oral presentation regarding their BAFO. The evaluation team may accept or reject any information submitted in a BAFO.

Contractors are not required to submit a BAFO and may submit a written response stating that their original Proposal remains as originally submitted. If a BAFO process is initiated, all Contractors that submitted a Proposal will be eligible for a debriefing conference.

At the conclusion of negotiations with the Apparent Successful Contractor, OSOS will require that the Contractor submit a signed contract as a BAFO pending acceptance.

4.7 REQUEST FOR DOCUMENTS

Upon concurrence with the recommendation of the evaluation team, the RFP Coordinator will request from the Apparent Successful Contractor the required documents and information, such as insurance policy documents, contract performance security, an electronic copy of any requested material (e.g., the Proposal, responses to clarification questions), and any other necessary documents. Receipt of this request does not constitute a contract between the Contractor and OSOS.

4.8 CONTRACT EXECUTION

Upon receipt of all required materials, a Service Contract including General Terms and Conditions substantially in the form of the attached Exhibit D will be presented to the Apparent Successful Contractor for signature. The Apparent Successful Contractor will be expected to accept and agree to all material requirements contained in the contract. If the Apparent Successful Contractor does not accept all material requirements, OSOS may move to the next highest scoring Contractor, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties and OSOS has given Contractor a notice to proceed.

4.9 NOTIFICATION TO CONTRACTORS

Contractors who's Proposals are not selected for further consideration or award will be notified via e-mail.

4.10 COMPLAINT, DEBRIEFING AND PROTEST PROCEDURES

A. COMPLAINTS

A Contractor may file a complaint concerning this RFP after any applicable question and answer period has ended, up until five (5) business days before the bid response deadline. The complaint may be based on any of the following:

- The solicitation unnecessarily restricts competition
- The solicitation evaluation or scoring process is unfair or flawed
- The solicitation requirements are inadequate or insufficient to prepare a response

Complaints must be in writing and sent to the RFP Coordinator. They should clearly articulate the basis for the complaint and should include a proposed remedy.

The RFP Coordinator will respond to all complaints in writing, and will post the response, including any changes to this RFP, on WEBS and the OSOS website. The RFP Coordinator's response to a Contractor's complaint is final and no appeal is available. The complaint may not be raised again during the protest period.

B. DEBRIEFING

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor after the announcement of the Apparent Successful Contractor. The request must be received by the RFP Coordinator within three (3) business days after the Contractor is notified that their bid was unsuccessful. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the unsuccessful Contractor's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

C. PROTESTS

This procedure is available to Contractors who submitted a Proposal in response to this RFP and who participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed five (5) business days to file a protest of the award with the RFP Coordinator.

Contractors protesting an award shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to unsuccessful Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in the scoring of Proposals, if applicable
- Non-compliance with procedures described in this RFP or OSOS policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a Proposal, or OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. The Secretary of State or an employee delegated by the Secretary of State who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that submitted a Proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSOS's action; or
- Find only technical or harmless errors in OSOS's procurement process and determine OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSOS options which may include:
 - Correct the errors and re-evaluate all Proposals;
 - Reissue the solicitation document and begin a new process; or
 - Make other findings and determine other courses of action as appropriate.

If OSOS determines that the protest is without merit, OSOS may enter into a contract with the Apparent Successful Contractor. If the protest is determined to have merit, one or more of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and no appeal is available. If a Contractor does not accept the OSOS protest response it may try to seek relief from superior court.

5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Small Business Self-Certification Statement
- Exhibit C Contractor Certification for Executive Order 18-03 – Workers' Rights
- Exhibit D Contract including General Terms and Conditions
- Exhibit E Library Data
- Exhibit F Cost Proposal Form
- Exhibit G Periodical Title Count Template Form (Excel)

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. That all answers and statements made in the Proposal are true and correct.
2. That 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. That the attached Proposal is a firm offer for the period of time specified in the solicitation, and it may be accepted by OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within that specified time period.
4. That in preparing the 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. That I/we understand OSOS will not reimburse me/us for any costs incurred in the preparation of the Proposal. All Proposals become the property of OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the Proposal.
6. That unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by me/us and will not knowingly be disclosed by me/us prior to the bid deadline, directly or indirectly, to any other Contractor or to any competitor.
7. That I/we agree submission of the attached Proposal constitutes acceptance of the solicitation contents and the attached Service Contract including General Terms and Conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
9. That the Contractor has not, within the three-year period immediately preceding the date of the solicitation, been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52.

I/we hereby certify, under penalty of perjury under the laws of the state of Washington, that the foregoing is true and correct.

*(Signature of person authorized to sign
on behalf of Contractor)*

*(Signature of person authorized to sign
on behalf of Contractor)*

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Location)

(Date)

(Location)

EXHIBIT B

SMALL BUSINESS

SELF-CERTIFICATION STATEMENT

RCW Chapter 39.26.010(22) states:

(22) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - (i) Fifty or fewer employees; or
 - (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
- (b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that

_____ **meets the above definition of a "small business".**
of Contractor)

(Name

*(Signature of person authorized to sign
on behalf of Contractor)*

(Printed name)

(Title)

(Date)

(Location)

EXHIBIT C

**CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

In consideration of the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Office of the Secretary of State is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: RFP 21-01

I hereby certify, on behalf of the firm identified below, as follows (*check one*):

No Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

Mandatory Individual Arbitration Clauses or Class or Collective Action Waivers for Employees. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses and/or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Printed name

Title: _____ Place: _____
Title of person signing certificate Print city and state where signed

Date: _____

EXHIBIT D

[CONTRACT INCLUDING
GENERAL TERMS AND CONDITIONS
ATTACHED]

EXHIBIT E – LIBRARY DATA – LIBRARIES IN WASHINGTON STATE

To participate in the Statewide Database Licensing Project, a library must have non-profit status, and must not be federally funded. Over the course of the Statewide Database Licensing Project, participants from all types of non-profit libraries in the state were included, with the exception of the six state-funded universities, which are also eligible to participate, but mostly chose not to (Evergreen State College did join the Project in 2018). The latest total population estimate for the state, released April 1, 2020, is 7,656,200.

Currently, participating libraries include 57 (of 60) public libraries and systems, 30 community and technical college libraries (including Washington Online/WAOL and multi-campus systems), 18 mostly private academic libraries from institutions of higher learning, 2 tribal libraries, and 14 medical/research/special libraries, as well as about 60% of the 2400+ public K-12 schools, and some of the 500+ private K-12 schools, both administered through the 9 Educational Service Districts (ESDs). Only 2 of the eligible State agency libraries participate: the Washington State Library, and the Ecology Dept. Library. Data provided here is for reference purposes, and is not intended to suggest that all listed libraries or populations will participate. Contact the RFP Coordinator for details that are not provided below or on one of the cited Web pages.

Public Libraries:

The Washington State Library publishes an annual statistical publication with information about public libraries: <http://sos.wa.gov/q/WAStats>. In particular, review Report Category: [Outlets, Registered Users and Staff](#), for information about the population served and service outlets (number of buildings). The public library population served data is derived from the Washington Office of Financial Management Population and demographics information: <http://www.ofm.wa.gov/pop/>. This table lists 2020 population served figures for public libraries in the state. Total 2020 public library population served is 7,544,348. * indicates libraries not currently participating.

Anacortes Public Library	17,830
Asotin County Library	22,640
Bellingham Public Library	91,610
Burlington Public Library	9,270
Camas Public Library	25,140
Castle Rock Public Library*	2,235
Cathlamet Public Library	520
Central Skagit Library District	28,246
Cle Elum (Carpenter Memorial) Library	1,995
Columbia County Rural Library District	4,055
Davenport Public Library	1,740
Ellensburg Public Library	20,640
Everett Public Library	112,700
Fort Vancouver Regional Library District	516,815
Grandview Library	11,230
Harrington Public Library*	415
Jefferson County Rural Library District	22,525
Kalama Public Library	2,975
Kelso Public Library	12,340
King County Library System	1,525,335
Kitsap Regional Library	272,200
Kittitas (Gilmour Memorial) Library*	1,530
La Conner Regional Library	5,177
Liberty Lake Municipal Library	11,500
Longview Public Library	54,625
Lopez Island Library District	2,618
Mid-Columbia Libraries	260,210
Mount Vernon City Library	36,050
North Central Regional Library	272,345
North Olympic Library System	76,770

Ocean Shores Public Library	6,690
Odessa Public Library	905
Orcas Island Library District	5,711
Pend Oreille County Library District	13,850
Pierce County Library System	626,950
Pomeroy (Denny Ashby) Library	2,225
Port Townsend Public Library	9,665
Pullman (Neill) Public Library	34,850
Puyallup Public Library	42,700
Reardan Memorial Library	580
Richland Public Library	58,550
Ritzville (East Adams) Library	3,275
Roslyn Public Library	900
San Juan Island Library District	8,319
Seattle Public Library	761,100
Sno-Isle Libraries	783,645
Spokane County Library District	287,500
Spokane Public Library	223,600
Sprague Public Library	440
Stevens County Rural Library District	45,920
Tacoma Public Library	213,300
Timberland Regional Library	522,675
Upper Skagit Library District	5,257
Waitsburg (Weller) Public Library	1,240
Walla Walla County Rural Library District	26,940
Walla Walla Public Library	34,400
Whatcom County Library System	136,390
Whitman County Library	15,630
Wilbur (Hesseltine) Public Library	890
Yakima Valley Libraries	246,970

K-12 Libraries:

The Washington Office of the Superintendent of Public Instruction's (OSPI) [Data Portal](#) has data regarding enrollment in Washington State public and private K-12 schools. Note: Currently, both public and private K-12 schools participate via their individual Educational Service Districts, although an increasing number of districts receive access via their local public library eCard programs. Total public school enrollment (2019-2020 school year): 1,142,482. As of 2018-2019, about 64% of public school and 30% of private school enrollees participated through the Educational Service Districts, with some others receiving access via a public library.

Public School 2019-2020 Enrollments:

County	Total
Adams	5,481
Asotin	3,332
Benton	38,753
Chelan	13,437
Clallam	10,832
Clark	79,988
Columbia	450
Cowlitz	17,289
Douglas	7,785
Ferry	901

County	Total
Franklin	21,527
Garfield	363
Grant	21,596
Grays Harbor	11,007
Island	8,462
Jefferson	2,812
King	306,345
Kitsap	36,814
Kittitas	5,404
Klickitat	3,189

County	Total
Lewis	12,598
Lincoln	2,196
Mason	10,416
Okanogan	10,764
Pacific	3,232
Pend Oreille	1,668
Pierce	141,290
San Juan	1,841
Skagit	19,702
Skamania	1,134

County	Total
Snohomish	114,233
Spokane	80,340
Stevens	6,345
Thurston	44,575
Wahkiakum	513
Walla Walla	8,950
Whatcom	28,882
Whitman	4,951
Yakima	55,553

Private School 2018-2019 Enrollment: 84,058. Individual private school enrollments are available from the [Washington State Board of Education's website](#).

Academic Libraries:

Source: Office of Financial Management: Education Research & Data Center: [State-funded Enrollment Report 2018-2019](#). Note: With the exception of the Evergreen State College, the six state-funded institutions of higher education listed here have not chosen to participate in the SDL project recently although they are eligible to do so. Important Note: FTE enrollments should be used as the basis for calculating proposal costs. For CTCs, the State Supported FTE count is used for electronic resource licensing purposes.

Latest Available Student FTE Enrollment Totals	
Public community and technical colleges	117,119
Public Four-Year Institutions	113,811
Private Degree-Granting Institutions	37,071

Public Four-Year College and Universities		
2018-2019 Annual Average Enrollment		
Enrollments include all funding sources	Primary Location	FTE Enrollment
University of Washington	Seattle	40,033
University of Washington Bothell	Bothell	5,124
University of Washington Tacoma	Tacoma	4,647
Washington State University	Pullman & Spokane	23,171
Washington State University Tri-Cities	Tri-Cities	1,309
Washington State University Vancouver	Vancouver	2,729
Central Washington University	Ellensburg	9,808
Eastern Washington University	Cheney	10,290
The Evergreen State College	Olympia	3,104
Western Washington University	Bellingham	13,356
Total: Public Four-Year		113,811

Community and Technical CollegesSource: Washington State Board for Community and Technical Colleges: [Enrollment Data](#).

Community and Technical College Enrollment Data: 2019-2020					
School Name	Primary Locations	All Funding Types		State Funded	
		FTE	Headcount	FTE	Headcount
Bates Technical College	Tacoma	3,571	7,451	3,018	6,429
Bellevue College	Bellevue	11,515	25,391	7,123	15,135
Bellingham Technical College	Bellingham	1,946	4,474	1,711	3,186
Big Bend Community College	Moses Lake	2,027	4,030	1,448	2,760
Cascadia College	Bothell	2,649	4,887	1,574	3,307
Centralia College	Centralia	2,471	6,329	1,787	3,995
Clark College	Vancouver	7,478	17,350	5,310	11,941
Clover Park Technical College	Tacoma	4,044	6,668	3,698	6,185
Columbia Basin College	Pasco	5,967	11,063	4,585	9,341
Edmonds Community College	Lynnwood	7,002	16,487	4,239	9,974
Everett Community College	Everett	7,759	17,694	4,955	10,611
Grays Harbor College	Aberdeen	1,873	3,249	1,296	2,264
Green River College	Auburn	8,851	16,741	5,118	9,466
Highline College	Des Moines	7,074	15,095	5,180	11,818
Lake Washington Institute of Technology	Kirkland	3,161	5,938	2,654	5,412
Lower Columbia College	Longview	2,988	5,229	2,307	4,185
Olympic College	Bremerton	5,468	10,452	4,437	9,284
Peninsula College	Port Angeles	1,857	3,362	1,238	2,376
Pierce College District	Puyallup, Fort Steilacoom	8,165	15,789	5,066	10,764
Renton Technical College	Renton	3,477	8,848	3,149	8,037
Seattle Central College	Seattle	6,479	14,772	4,583	9,461
Seattle North College	Seattle	4,240	13,742	3,405	9,103
Seattle South College	Seattle	4,806	12,699	3,763	9,449
Shoreline Community College	Shoreline	5,086	9,767	3,638	7,890
Skagit Valley College	Mount Vernon	3,991	8,518	3,314	7,330
South Puget Sound Community College	Olympia	4,633	9,867	3,224	6,382
Spokane Community College	Spokane	8,144	19,920	6,983	16,349
Spokane Falls Community College	Spokane	4,142	7,229	3,459	6,087
Tacoma Community College	Tacoma	5,801	11,519	4,303	8,378
Walla Walla Community College	Walla Walla	3,953	7,531	2,275	3,833
Wenatchee Valley College	Wenatchee	3,031	5,695	2,287	4,152
Whatcom Community College	Bellingham	3,725	9,733	2,204	5,209
Yakima Valley College	Yakima	4,526	8,138	3,788	7,006
Total: Community & Technical Colleges		161,900	345,657	117,119	247,099

Private Educational Institutions:

Source: National Center for Education Statistics, IPEDS College Data 2014-2015: <https://nces.ed.gov/globallocator/>. The following is a list of independent degree-granting institutions that are or have participated in the SDL project. An asterisk * indicates schools not currently participating.

Private Educational Institutions—Enrollment Data			
Institution Name	Primary Location	Fall 2019 Headcount	Fall 2018 FTE
Antioch University	Seattle	758	480
Bastyr University	Kenmore	994	988
City University of Seattle	Seattle	1,960	1,038
Cornish College of the Arts	Seattle	599	620
Faith International University*	Tacoma	230	155
Gonzaga University	Spokane	7,537	6,501
Heritage University	Toppenish	971	886
Mukogawa Fort Wright Institute§	Spokane	0	190
Northwest Indian College	Bellingham	535	441
Northwest University + College of Adult and Professional Studies	Kirkland	4,192	2,007
Pacific Lutheran University	Tacoma	3,062	3,075
Perry Technical Institute*	Yakima	954	903
Presidio Graduate School (was Pinchot University)	Seattle/San Franc	120	75
Saint Martin's University*	Lacey	1,629	1,381
The Seattle School of Theology & Psychology	Bothell	258	164
Seattle Pacific University	Seattle	3,529	3,341
Seattle University	Seattle	7,199	6,436
University of Puget Sound*	Tacoma	2,608	2,619
Walla Walla University	College Place	1,831	1,792
Whitman College	Walla Walla	1,579	1,451
Whitworth University + Adult Degree Programs	Spokane	3,089	2,718
Total for participating institutions		43,926	37,071

§Mukogawa brings Japanese students to the U.S. for language and cultural study; currently closed due to Covid.

*Eligible, but not currently participating.

Medical and other Special Libraries:

All Washington non-profit medical, hospital, research, and other special libraries are eligible to participate in the state contract. The following is a list of the special libraries that are currently participating in the state contract. Information on staff and personnel is self-reported by the participating institutions, and was last collected statewide in 2016, more recently in some cases. More current data will be collected during the sign-up recruitment process, and will be available at a later date. An institution that does not have affiliated physicians is marked "n/a". Note: The "calculated FTE" count for medical/hospital libraries has been defined as "total FTE employed by the hospital x 1/3 + total affiliated physicians." This definition was agreed upon by the community of Washington medical librarians. The calculated FTE count is considered equivalent to academic FTE enrollment. In some cases a "professional researcher" count is substituted for physicians.

Organization Name	Library Name	City	Current FTE Personnel	Affiliated Physicians	Calculated FTE
Bill & Melinda Gates Foundation	Information Services	Seattle	1,511	n/a	1,511
Ecology Dept. Library		Lacey	1,558	n/a	519
CHI Franciscan Health		Tacoma	9,407	1,417	4,553
Fred Hutchinson Cancer Research Center	Arnold Digital Library	Seattle	1,808	677	1,280
Kaiser Permanente (was Group Health)		Seattle	6,372	2,374	4,498
KVCH Kittitas Valley Community Hospital	KVCH Community Health Library	Ellensburg	433	15	159
Office of the Secretary of State	Washington State Library	Tumwater	5,202	n/a	1,734
Pacific Northwest National Laboratory	Hanford Technical Library	Richland	2,928	1,466	2,442
Program for Appropriate Technology in Health	PATH Library	Seattle	240	442	522
PeaceHealth St. Joseph Hospital		Bellingham	2,067	638	1,327
PeaceHealth St. John Medical Center	Hubert H. Minthorn Memorial Library	Longview	390	285	415
Pullman Regional Hospital		Pullman	405	100	235
Seattle Children's Hospital		Seattle	7,282	1,582	4,009
Virginia Mason Medical Center	Medical Library	Seattle	4,945	543	2,191
Total					25,395

State Agency Libraries, including the Washington State Library

In addition to the other libraries listed, the Washington State Library (WSL) itself participates in the contract as a member library. Any citizen of the State of Washington can obtain a library card from the Washington State Library and access contract databases through the WSL website at <http://sos.wa.gov/q/newsdatabases>. The number of current (2020) registered borrowers is listed in the table above.

Several other state agency libraries are branches or affiliates of WSL, and have access to the contract databases through the State Library account (they use the same authentication). For a list of these libraries, visit <http://sos.wa.gov/q/branches>. These include the Washington Department of Transportation (WSDOT) Library, Natural Resources Building Library, which serves the Washington Department of Fish and Wildlife, the Utilities and Transportation Commission Library, and the Department of Labor and Industries Library. The Washington Talking Book and Braille Library is also a program of the Washington State Library.

WSL Institutional branches include Department of Corrections Branches at the Airway Heights Correctional Center, Clallam Bay Corrections Center, Coyote Ridge Corrections Center, Stafford Creek Corrections Center, Twin Rivers Corrections Center, Washington Corrections Center, Washington Corrections Center for Women, Washington State Penitentiary, and the Washington State Reformatory. Department of Social and Health Services Branches are at the Eastern State Hospital, and the Western State Hospital.

State Agency libraries that are NOT part of WSL, but which are independently eligible to participate in the contract include the Washington State Law Library, the Office of the Attorney General's Research Center, the Department of Ecology Library, the Washington Geology Library in the Department of Natural Resources, the Department of Information Services, Computer Services Division Library, and the Washington State Patrol's Forensic Laboratory Library. Currently, only the Dept. of Ecology Library participates.

Tribal Libraries

Currently, only 2 tribal libraries (other than Lummi) actively participate in the SDL contract, although all of them theoretically have access. Some tribal libraries are only minimally staffed, and are often unaware of SDL services available to them. The numbers below represent tribal populations in residence on tribal lands in Washington State; source: The U.S. Census: <https://www.census.gov/tribal/?st=53&aianihh=0820>. A zero simply means that the tribe has no members living on tribal lands. The number following the slash represents tribal enrollment in 2010, the last date for which enrollment data is available. Source: "Tribal Membership List," dated April 1, 2010, from the U.S. Bureau of Indian Affairs, Northwest Regional Office. Supplied by the Washington Governor's Office of Indian Affairs. Total tribal enrollment was 59,704 at that time. Note: The Northwest Indian College, operated by the Lummi Tribe, is also listed under Private Educational Institutions in Washington State, as the library serves a dual role as both the college and tribal library. In the following table, "n/a" means "not available."

Tribal Name	Population
Chehalis	403 (+/- 98)/834
Colville	3,791 (+/- 324)/9363
Cowlitz	0 (+/-12)/3681
Hoh	105 (+/-52)/331
Jamestown S'Klallam	10 (+/-12)/597
Kalispel	329 (+/-108)/416
Lower Elwha S'Klallam	617 (+/-94)/962
Lummi (NW Indian College)	2,895 (+/-316)/4475
Makah	1,334 (+/-161)/2710
Muckleshoot	1,254 (+/-365)/2143
Nisqually	395 (+/-134)/678
Nooksack	660 (+/-139)/1900
Port Gamble S'Klallam	442 (+/-89)/ n/a
Puyallup	1,122 (+/-259)/4143

Tribal Name	Population
Quileute	347 (+/-78)/736
Quinault	821 (+/-178)/2889
Samish	324 (+/-72)/1402
Sauk-Suiattle	45 (+/-30)/272
Shoalwater Bay	60 (+/-36)/327
Skokomish	397 (+/-109)/714
Spokane	1,623 (+/-211)/2663
Squaxin Island	209 (+/-75)/1023
Stillaguamish	0 (+/-12)/200
Suquamish (Port Madison)	524 (+/-110)/1038
Swinomish	549 (+/-106)/874
Tulalip	1,688 (+/-253)/4069
Upper Skagit	186 (+/-65)/1111
Yakama	6,902 (+/- 669) /53,718

Exhibit F: Cost Proposal Form

At least one Cost Proposal Table must be completed for each category in which a proposal is offered (RFP Sections 3.3.1 and 3.3.2), although a combined Cost Proposal Table may also be submitted. A Microsoft Word version of the RFP (and specifically, Exhibit F: Cost Proposal Form) is available upon request.

1. Proposer Name: _____

2. Database Product (or Package) Name: _____

3. Designate the appropriate category:

- Periodicals Database(s) (Section 3.3.1)
- K-12 Resources (Section 3.3.2)

State the cost to provide the Database Product to the entire state. Then provide the cost by library market segment, as listed below. For descriptions of library market segments, see Exhibit E, Library Data. For the purpose of market segment pricing, assume that individual market segments may be interested in purchasing a given product with or without the participation of other segments. Proposals that do not provide pricing for all listed categories (a – h) will be scored significantly lower.

4. Cost Table

Cost Category	Amount
a. Annual cost to provide this Database Package to the entire state:	
b. K-12 (public and private schools combined):	
c. Public and Tribal libraries:	
d. Community and Technical College (CTC) libraries:	
e. Private academic libraries:	
f. Public academic libraries:	
g. Special/medical/research libraries:	
h. State agency libraries:	

It is strongly preferred that price proposal(s) be all-inclusive, with all projected costs included. However, in the event that the Proposer may incur additional expenses in performance of the services requested by CUSTOMER, all categories of expenses that Proposer deems necessary to deliver the products must be disclosed on any bid and will be negotiable. Itemize any expenses not included in the base price here:

5. Expense Table

Description of expense	Amount

EXHIBIT G

PERIODICAL TITLE COUNT TEMPLATE FORM

[Excel spreadsheet attached]