

City of Bellingham
Request for Proposal #32B-2018
Integrated Library System Software and Hosting



RFP INFORMATION

Purchasing Telephone:
Issue Date
Contact Person:
Contact Email

360-778-7750
Thursday April 26, 2018
Purchasing Office
bids@cob.org

CLOSING INFORMATION

Date:
Time:
Location:
Mailing Address:

Thursday May 24, 2018
11:00 AM
Purchasing Office
2221 Pacific Street, Bellingham, WA 98229

TABLE OF CONTENTS

1	Executive Summary.....	3
2	Request for Proposal (RFP) Process.....	4
3	Estimated Time Frames.....	8
4	Proposal Preparation Instructions.....	9
5	Additional Terms.....	11
6	Project Overview.....	15
7	On-Site Demonstrations And Testing.....	18
8	Contract & Proposal Negotiations: Selected Contract Clauses.....	19
9	Evaluation Criteria.....	22
10	Appendix A: Proposal Cover Letter.....	23
11	Appendix B: Vendor Qualifications.....	24
12	Appendix C: Minimum Requirements.....	25
13	Appendix D: Detailed Descriptions.....	28
14	Appendix E: High Priority and Optional Scenarios.....	31
15	Appendix F: Pricing.....	45
16	Appendix G: References.....	47
19	Appendix H: Current Online Database Subscriptions.....	49
20	Appendix I: Sample Service Agreement.....	50

1 EXECUTIVE SUMMARY

The Bellingham Public Library and the Whatcom County Library System, referred to as the Consortium, are seeking proposals from established Vendors to replace the Integrated Library System they share. The replacement system will be simple and intuitive for staff to learn and use, and provide all of the services the current system provides and more. The Vendor will host the system, which will be provided as Software-as-a-Service with a web-based staff interface. It will integrate with BiblioCommons BiblioCore, which our patrons are accustomed to using as their online access to the libraries' collections. The Vendor will provide superlative customer service, and commit to keeping the system secure and up-to-date within the evolving technology landscape. The Vendor will have a robust development roadmap and will be expected to meet its specified targets.

The target date to go live on the replacement system is no later than January 21, 2019.

2 REQUEST FOR PROPOSAL (RFP) PROCESS

2.1 RFP COMMUNICATIONS

All Vendors are requested to review this invitation carefully and to submit any questions concerning this Request for Proposal to the Purchasing Office via the City of Bellingham's procurement portal at <https://www.ebidexchange.com/bellingham>. Questions received on or before **May 10, 2018** will be addressed through the portal to ensure any necessary amendments can be published and distributed to plan holders to prevent receipt of a non-responsive solicitation.

All other inquiries related to this Request for Proposal should be directed to Purchasing at bids@cob.org. No other official, employee or department is empowered to speak for the City of Bellingham or Whatcom County Library System with respect to this acquisition. Any Information obtained from any other source shall not be considered binding and may disqualify your proposal.

2.2 CLOSING DATE

The Consortium requires three (3) printed response copies of each proposal, and one (1) electronic copy in Microsoft Word and Excel file formats as appropriate using a USB thumb drive. The Consortium requests the RFP printed copies to be double-sided on recycled paper. Do not use plastic covers or binding of any kind. The copies and thumb drive must be received by 11:00 a.m., Pacific Time, on **May 24, 2018** at:

City of Bellingham
Purchasing Office
2221 Pacific Street
Bellingham, WA 98229
360-778-7750

Proposals must not be sent by facsimile. Proposals and their envelopes should be clearly marked with the name and address of the Vendor and the Request for Proposal number and name. **DO NOT ADDRESS YOUR PROPOSAL TO AN INDIVIDUAL.**

2.3 LATE PROPOSALS

Late proposals will not be accepted. The City of Bellingham, Bellingham Public Library, and Whatcom County Library System accept no liability for misdirected or lost documents.

2.4 EVALUATION COMMITTEE

Evaluation of proposals will be by a committee of staff from the City of Bellingham's Information Technology Services Department (COB ITSD), Bellingham Public Library (BPL), and Whatcom County Library System (WCLS). BPL and WCLS are referred to as the Consortium.

The evaluation committee will evaluate proposals against the minimum requirements described in [Appendix C: Minimum Requirements](#). Proposals not meeting all minimum requirements will be rejected without further consideration. Proposals that do meet all minimum requirements

will be assessed and scored. Vendors with the highest scoring proposals may be invited to give an on-site demonstration that also will be scored. Finalists will also be required to respond to additional questions as part of a security review, which will be included in the overall evaluation.

The Consortium's intent is to enter into a contract with the Vendor who provides a proposal that, in the opinion of the Consortium, best meets all identified evaluation criteria and receives the highest evaluated score as determined by the evaluation committee (see [section 9: Evaluation Criteria](#)).

2.5 NEGOTIATION DELAY

If a written contract cannot be negotiated within thirty days of notification of the successful Vendor, the Consortium may, at its sole discretion at any time thereafter, terminate negotiations with that Vendor and either negotiate a contract with the next qualified Vendor or choose to terminate the Request for Proposal process and not enter into a contract with any of the Vendors.

2.6 UNSUCCESSFUL BIDS

Unsuccessful Vendors will not automatically be notified of results but may obtain results from the procurement portal, or upon request.

2.7 SIGNED PROPOSALS

The Vendor must ensure its proposal includes a letter or statement substantially similar in content to the sample proposal cover letter provided in [Appendix A: Proposal Cover Letter](#). It must be signed by a person authorized to sign on behalf of the Vendor, binding the Vendor to statements made in response to this Request for Proposal.

2.8 IRREVOCABILITY OF PROPOSALS

By submission of a clear and detailed written notice, the Vendor may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Vendor agrees that should its proposal be successful, the Vendor will enter into a contract with the Consortium.

2.9 VENDORS' EXPENSES

Vendors are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Consortium, if any. If the Consortium elects to reject all proposals, the Consortium will not be liable to any Vendor for any claims, whether for costs or damages incurred by the Vendor in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.10 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 90 days after the closing date.

2.11 FIRM PRICING

Prices will be firm for the entire contract period unless this Request for Proposal specifically states otherwise.

2.12 CURRENCY AND TAXES

Prices quoted are to be:

- a) In U.S. dollars;
- b) Inclusive of duty, where applicable;
- c) F.O.B. destination, delivery charges included where applicable;
- d) Including all taxes.

The Washington State Department of Revenue has a webpage with information on the taxability of Information Technology Products and Services: <https://dor.wa.gov/get-form-or-publication/publications-subject/taxability-information-technology-products-and-services>

2.13 COMPLETENESS OF PROPOSAL

By submission of a proposal, the Vendor warrants that if this Request for Proposal is to design, create, or provide a system, or manage a program, all components required to run the system or manage the program have been identified in the proposal, or will be provided by the Vendor at no charge.

2.14 COOPERATIVE PURCHASING LANGUAGE

The City of Bellingham has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid/proposal price. By submitting an offer, the Vendor agrees to make the same bid terms and pricing, exclusive of freight, available to other Washington governmental agencies. Those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase agreement/contract from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Bellingham. The City of Bellingham will not accept responsibility for purchases issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Vendor to cover the City of Bellingham's contract duration (for any subsequent purchase agreements/contracts resulting from this RFP) or 90 days post award (for one-time purchases).

2.15 PUBLIC DISCLOSURE NOTICE

All materials provided by the Vendor are subject to State of Washington public disclosure laws. Marking the entire proposal as proprietary or confidential, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City of Bellingham and Whatcom County Library System. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publically available,

the information is already in either agency's possession, the information is obtained from third parties without restriction on disclosure, or the information was independently developed without reference to the confidential information.

3 ESTIMATED TIME FRAMES

The following table outlines the anticipated schedule for the Request for Proposal and contract process. The timing and the sequence of events resulting from this Request for Proposal may vary and shall ultimately be determined by the Consortium.

Event	Anticipated Date
Request for proposal issued	Thursday April 26, 2018
Last day for written questions	Thursday May 10, 2018
Request for proposal closes	Thursday May 24, 2018
Finalist(s) On-Site Demo(s)	Mid-to-late June 2018
Proposal evaluation completed	Late June to early July, 2018
Negotiation of contract commences	2 nd week of July, 2018
Contract is signed	Early August, 2018
Acceptance	Within 6 months after signing contract

4 PROPOSAL PREPARATION INSTRUCTIONS

Proposal Response Format. To assist in the fair and equitable evaluation of all responses, Vendors are asked to adhere to the specific response format set forth below. Responses that deviate from the requested format may be classified as “non-responsive” at the discretion of the Consortium and may be subject to disqualification.

Section	Title	Contents
Section 1	Proposal Signature	The Proposal must be signed by an official authorized to legally bind the Vendor. Include the following: name, address, and email and telephone number. The Vendor shall provide a proposal cover letter formatted per the example in Appendix A: Proposal Cover Letter for this purpose.
Section 2	Vendor Qualifications and Experience	Respond to the questions in Appendix B: Vendor Qualifications in narrative form.
Section 3	Minimum Requirements	Review the minimum requirements noted in Appendix C: Minimum Requirements and provide a statement affirming the system being bid meets all of them. Provide narrative explanation if required to clarify any deviation from meeting all of the minimum requirements.
Section 4	Detailed Descriptions	Respond to the questions in Appendix D: Detailed Descriptions in narrative form.
Section 5	Scenarios	Complete the Scenarios documents provided in Appendix E: Scenarios both as a Word document and as an Excel spreadsheet. Include the latter as its own file in the thumb drive you submit. Rank each item with a status as defined in the table preceding the High Priority Scenarios. Space for clarifying comments is available, if necessary. Vendors should not modify the document format or layout in their response.
Section 6	Pricing	Submit a detailed pricing summary using the format presented both in Appendix F: Pricing and as an Excel spreadsheet. Include the latter as its own file in the thumb drive you submit. Add additional line items if needed. Pricing must be complete and list any available discounts. Pricing information supplied with the response must be valid through throughout the contract negotiation. All one-time and recurring costs must be fully provided. Provide estimates of total hours associated to service costs for implementation. Provide estimates for user counts defined in this RFP as well as incremental costs for additional licenses. Estimates for implementation services should include, but not be limited to implementation of the software, system configuration, training, and data conversion. Include additional backup documentation if it clarifies or provides relevant detail to your estimate.
Section 7	Implementation	Describe an overview of the implementation methodology and recommended approach to implementation for the Consortium including but not limited to the following topics: <ol style="list-style-type: none"> 1. Time Table – project details defining phases, tasks, overall timeframe. 2. Resources Required – provide detailed information on the total projected hours at each level (e.g. role and job) necessary to implement the proposed system as follows:

Section	Title	Contents
		<ol style="list-style-type: none"> a. Internal (Consortium resources - recommended Consortium staffing for the project). b. External (Vendor resources). <ol style="list-style-type: none"> 3. Data Conversion – approach and experience with converting from Horizon, including known issues about data that cannot be migrated, or must be modified. 4. Testing – recommended approach including user, configuration, technical, user acceptance, etc. 5. Training – recommended approach, resources available, documentation provided.
Section 8	References	<p>Using the forms provided in Appendix G: References, provide five references that are similar in size and project scope to the Consortium. Three references shall be current customers:</p> <ul style="list-style-type: none"> • At least one reference must be a consortium. • At least one reference must be a system that migrated from Horizon to the proposed ILS. <p>Two references shall be former customers.</p>
Section 9	Contract Performance	<p>Indicate if, during the past five years, the Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of the contracting party and circumstances.</p>
Section 10	RFP Exceptions	<p>Identify specific exceptions to this RFP from any section. Identify a preferred workaround or alternative to each exception.</p>
Section 11	Exceptions to the Contract Terms	<p>Indicate in this section high-level review comments to the standard City RFP contract terms outlined in 8. Contract & Proposal Negotiations: Selected Contract Clauses. Any alternately proposed language would be considered optional and not mandatory. A proposal citing alternate language as mandatory could result in the proposal being deemed non-responsive.</p>
Section 12	Vendor Contracts	<p>Provide contract templates utilized by the Vendor including but not limited to Software License, SaaS License, 3rd Party Agreements, Maintenance, Services, Service Level Agreements, and Remote Access.</p>

Proposals will be simple, providing a straightforward, concise delineation of the capabilities necessary to satisfy the requirements of the RFP. Emphasis in the proposal will be on completeness, clarity of content, and adherence to the presentation structure required by this RFP, and not on volume. Costs for developing proposals in response to the RFP are the obligation of the Vendor and are not chargeable to the Consortium. All proposals and accompanying documentation will become the property of the Consortium and will not be returned.

5 ADDITIONAL TERMS

5.1 SUBCONTRACTORS

Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, or other changes made, to this list in the Contract without the written consent of the Consortium.

5.2 ACCEPTANCE OF PROPOSALS

This Request for Proposal should not be construed as an agreement to purchase goods or services. The Consortium is not bound to enter into a contract with the Vendor who submits the lowest priced proposal or with any Vendor. Proposals will be assessed in light of the evaluation criteria. The Consortium will be under no obligation to receive further information, whether written or oral, from any Vendor.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit, or license pursuant to any federal, state, or municipal statute, regulation, or by-law.

The Consortium will have sole discretion in selecting the Vendor and has the right to reject all proposals and to waive any irregularities or information in the evaluation process.

5.3 DEFINITION OF CONTRACT

Notice in writing to a Vendor that it has been identified as the successful Vendor and the subsequent full execution of a written contract and purchase order will constitute a contract for the goods or services, and no Vendor will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

The contract between the Consortium and the selected Vendor to provide the required software and related services will consist of:

- The contract documents (e.g. consulting services agreement, licenses, service level agreements for maintenance and support, implementation services agreements)—see [Appendix I: Sample Service Agreement](#) for the City of Bellingham’s standard Consulting Services Agreement.
- This Request for Proposal and Selected Vendor’s Response.
- Vendor’s product demonstration, related handouts, and electronic presentation.
- Any product literature, Vendor documentation, and communications from the Vendor clarifying the proposal, technology, project planning, implementation services, training, 3rd party applications, software functionality, support services, and professional services
- Pricing information and options.
- A mutually agreed upon Statement of Work that outlines the project scope, project timeline, Project Manager, assigned responsibilities (Vendor and customer), estimated hours by role for the major work components, deliverables, milestones, services to be performed by the Vendor, and costs by major work component.

5.4 LIABILITY FOR ERRORS

While the Consortium has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Vendors. The information is not guaranteed or warranted to be comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Vendors from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

5.5 MODIFICATION OF TERMS

The Consortium reserves the right to modify the terms of this Request for Proposal at any time at its sole discretion. This includes the right to cancel this Request for Proposal at any time prior to entering into a contract with the successful Vendor.

5.6 OWNERSHIP OF PROPOSALS AND PUBLIC DISCLOSURE

All documents, including proposals, submitted to the Consortium become the property of the Consortium and are subject to the provisions of the Washington State Public Records Act (referenced in 2.15).

5.7 HOSTED SOLUTIONS REQUIREMENTS

The following terms and provisions will be in effect should any element of the solution operate in a Vendor-hosted environment, outside of the Consortium's infrastructure.

5.7.1 Data Ownership

The Consortium retains ownership of all data in the library management system. The Vendor agrees not to disclose Consortium data to any person in any form, without prior consent of the Consortium. The Vendor's personnel will have access to Consortium data for the purpose of supporting the Consortium's use of its data. The Vendor will not alter any Consortium data without prior consent of the Consortium. Consortium data will not be used for any marketing purpose by the Vendor.

In the event that this contract is terminated for any reason, the Vendor agrees to provide the Consortium its data in a format mutually agreed to by both parties within 90 days of the termination of the contract. Following provision of data to the Consortium, the Vendor agrees to destroy all copies of Consortium data.

5.7.2 Data Protection

At minimum, the Vendor performs daily backups of Consortium data by completing daily incremental backups for seven days, plus a full weekly backup, all of which are archived on a separate server once a week.

5.8 PROJECT AND SERVICES PAYMENTS

As the Consortium expects the hosted services to be provided via a Software-as-a-Service model, we expect not to pay for software licenses as we would with locally hosted services.

5.8.1 Payment for Implementation Costs

The payment schedule for project costs will be tied to agreed-upon milestones. Payment milestones will be as follows:

- 20%: Access to the software
- 20%: Completion of data migrations and conversion testing
- 20%: Completion of the staff training program
- 20%: Acceptance
- 20%: Use in production

Acceptance indicates the Consortium has completed configuration and can verify that the software will function as described in proposal response and other documents. Use of a system in production indicates the Consortium is using the software to support the day-to-day operations associated with the project objective.

5.8.2 Ongoing services

Payment for services and expenses will be made following delivery of services and billing for approved expenses. Ongoing costs for Software-as-a-Service and support services for five years will be submitted by Vendor. Annual service fees will not commence until system is operating in production.

5.9 STATEMENT OF RIGHTS

The Consortium reserves the right to reject any and all proposals, to waive minor deviations from the specifications, or to waive any informality in proposals received, whenever such rejection or waiver is in the best interest of the Consortium. Among other things a proposal may be rejected when;

1. the Vendor is in arrears on taxes or other claims due the City of Bellingham or Whatcom County;
2. the Vendor is not in a position to perform the contract;
3. the solicitation is not signed;
4. the Vendor fails to furnish bid bonds or surety deposits, plans, specifications, samples, etc., when such were specifically called for in the Request for Proposal;
5. the Vendor has modified the form or failed to use the proposal forms attached;
6. the Vendor makes a material change in the specifications, terms, or conditions of the Request for Proposal;
7. the solicitation contains a material alteration or erasure which is not initialed by the signer of the solicitation;

8. the Vendor has been debarred from public bidding by either the State of Washington or the United States Federal Government;
9. any other reason determined to be in the best interest of the Consortium.

5.10 PROTEST OF RFP AWARD

Any protest must be made in writing, signed by the protestor or the protestor's authorized agent, and filed with the City of Bellingham's Purchasing Manager, 2221 Pacific Street, Bellingham, WA 98229, with a copy to the City Attorney, 210 Lottie Street, Bellingham, WA 98225. The protest shall contain all of the following information:

- The protestor's name, address, phone number, and email address;
- The RFP number and project name;
- A detailed description of the specific factual and legal ground(s) for the protest, including all exhibits referenced by the protestor; and
- The specific relief requested.

All protests shall be submitted no later than five (5) calendar days after the protestor knows or should have known of the facts or circumstances upon which the protest is based. However, in no event will a protest be considered if all proposals are rejected resulting in a No Award.

Failure to comply with these procedures shall render a protest untimely or inadequate and, consequently, may result in the Consortium rejecting the protest solely on this basis.

Any decision made by the Consortium regarding the bid award, contract execution, or bid rejection shall be conclusive only subject to such judicial review as permitted under Washington law and timely filing in the Superior Court of Whatcom County, Washington.

6 PROJECT OVERVIEW

The Consortium is soliciting competitive proposals from qualified firms to achieve one primary goal:

To increase and improve the connections between our residents and our collections, using an Integrated Library System (ILS) or Library Management System (LMS) that simplifies work for staff, enables useful data-driven insights for leaders and stakeholders, and protects patron security and privacy with up-to-date technology and on-going innovation.

This system will replace the SirsiDynix Horizon ILS and Horizon Information Portal (HIP) OPAC currently contracted for by the Consortium.

The Consortium seeks an ILS that supports the continued growth of the system, provides 24/7/365 availability to our patrons and staff, supports currently implemented payment systems, integrates with our current and future third-party products, allows for differentiation in operations between the members of the Consortium, and provides an enterprise-level SQL-compliant database.

6.1 BACKGROUND

The [Bellingham Public Library](#) (BPL) is a department of the City of Bellingham, and Whatcom County Rural Library District, doing business as [Whatcom County Library System](#) (WCLS), is an independent rural library district. The two systems have had a reciprocal borrowing agreement since 1944.

The Consortium is located in Whatcom County, Washington, which is estimated to have grown by nearly 12% over the past 10 years. The Consortium saw a 32% increase in annual circulation during that time, growing from 2.4 million to 3.5 million before slipping back to 3.3 million.

The Consortium has a total service area population exceeding 216,000, and provides library services to over 100,000 active library cardholders. It consists of 14 public service libraries, four "Connections" at academic institutions within Whatcom County, one administrative center with closed stacks and with a self-service holds pickup alcove, and one bookmobile. Additional libraries are planned for construction in future years, which will increase circulation. There is also potential for expanding the Consortium.

6.1.1 Consortium Information

	BPL	WCLS	Current Total	Projected 2025
Service Population	86,720	129,580	216,300	245,610*
Active Borrowers	49,658	52,492	102,150	123,000^
Total Branches & other Service Points	6	13	19	25

* Washington Office of Financial Management county population projections for 2025, medium scenario.
https://ofm.wa.gov/sites/default/files/public/dataresearch/pop/GMA/projections17/gma_2017_5yr.xlsx

^ About 50% of 2025 Total Projected

6.1.2 ILS use

	Current	Projected Year 5
Bibliographic Records (titles)	305,000	330,000
Items (copies, volumes)	610,000	675,000
New Items (annual)	70,000	80,000
Authority Records	850,000	1 million
Patron Records	161,000	190,000
Annual Circulation (checkouts)	3.3 million	4 million
Annual Requests	890,000	1 million
Serial subscriptions	1,225	1,000
Total number of simultaneous staff users	200	225
Total number of simultaneous OPAC users	500	1,000

BPL adopted Dynix in 1985, and WCLS joined in 1991 to make it a shared ILS. The Consortium has used the Horizon ILS since September 2004, and is currently using version 7.5.3. In 2010, WCLS added BiblioCommons' BiblioCore discovery layer [<https://wcls.bibliocommons.com>], and BPL followed suit in 2012 [<https://bellingham.bibliocommons.com>]. In addition to sharing physical collections, a patron/item database, and subscription databases, both libraries belong to the Washington Anytime Library for access to OverDrive downloadable eBooks and eAudiobooks, and jointly subscribe to the RBDigital eMagazine service.

6.1.3 Current Technical Environment

In January 2016, the Consortium migrated its Horizon environment from local servers to a hosted service run by SirsiDynix. The hardware is in a datacenter in Atlanta, GA. Horizon's SQL database runs on Windows Server 2008 R2 in a virtual machine. Horizon's default OPAC, called HIP (currently using version 3.24), is also hosted by SirsiDynix. BPL has a locally-created online digital index to a local newspaper that exists in an instance of SirsiDynix COMRES, which is also hosted. BPL and WCLS each have their own SIP2 servers running locally, communicating with the hosted database through VPN tunnels.

BiblioCore is Vendor-run by BiblioCommons as a Software-as-a-Service system using Amazon Web Services. It communicates with the ILS using an Apache Tomcat instance hosted by SirsiDynix, and also through HIP and SIP.

Several systems interact with the ILS to provide services to patrons as described below in the Interoperability section of [Appendix C: Minimum Requirements](#). Additionally:

- Some services communicate with Horizon through HIP, including:
 - Baker & Taylor, which uses HIP's Z39.50 servers to pull bib and item data related to pre-processing items for BPL.
- Some services integrate with BiblioCore:
 - NoveList Select from EBSCO – enhances the OPAC with recommended reads, and series and awards information.

- Syndetic Solutions from ProQuest – enhances the OPAC with cover images, book reviews, author notes, and summaries.
- Library Elf from Jandi Enterprises – allows families to enter all their library cards and consolidate email notifications.
- Some services integrate only with library websites:
 - Spaces and SignUp from DEMCO Software – allows patrons to book meeting rooms and "checkout" passes to local museums. BPL Staff use these tools to create events that display on the library's events calendar.
 - LibCal from Springshare – allows patrons to book rooms and allows staff to populate the library event calendar. Used by WCLS.
- Some services are used but not integrated:
 - WorldShare InterLibrary Loan from OCLC – for ILL loan and request management.
 - OCLC FirstSearch – allows staff to request materials outside our area for resource sharing, branded WayFinder.
 - Question-Point from OCLC – allows patrons to ask reference questions via chat, branded 'Ask-WA', via the Washington State Library.
- Some services require URL links to individual catalog records:
 - Constant Contact – manages email newsletters. Used by BPL.
 - Mailchimp – manages promotions and email newsletters. Used by WCLS.
 - Websites by both members of the Consortium.
- One service requires custom SQL scripts for on-going bib, item, request, and circulation data extraction:
 - CollectionHQ from Baker & Taylor – enables WCLS staff to analyze the collection.
- One service has special processes internal to the ILS that also pushes scheduled reports to the service:
 - Debt Collection services from Unique Management Services – manages patrons that owe the libraries more than a threshold level of fines/fees. Used by both BPL and WCLS.

7 ON-SITE DEMONSTRATIONS AND TESTING

Finalists should be prepared to demonstrate the features and functions of their system to the Joint ILS Selection Committee and other staff on-site at one of the Consortium's administrative headquarters in Bellingham, WA (specific location to-be-determined). We anticipate a two-day demonstration focusing on Circulation scenarios on one day and Technical Services scenarios on the other day. The Vendor's costs for the demonstration shall be the responsibility of the Vendor. On-site demonstration scripting will be provided for finalists. The evaluation criteria for the demonstration process will include adherence to the script as well as the ability to demonstrate the product's ability to meet the Consortium's required scenarios.

Likewise, at the time of the demo, finalists will provide sandbox installations, including all modules being demonstrated, so that selected staff can test the primary scenarios related to their work.

The Consortium reserves the right to request additional information, interviews, follow-up demonstrations, or any other type of clarification of proposal information it deems necessary to evaluate the proposed ILS products. The Consortium also reserves the right to forego on-site demonstrations at its sole discretion.

8 CONTRACT & PROPOSAL NEGOTIATIONS: SELECTED CONTRACT CLAUSES

8.1 COMPLIANCE WITH LAWS

The Vendor will give all the notices and obtain all the licenses and permits required to perform the work. The Vendor will comply with all laws applicable to the work or performance of the contract. The City of Bellingham and WCLS are exempt from Federal Excise Tax. The successful bidder will be required to obtain a Bellingham City Business Registration Certificate and pay business and occupation taxes. For additional information, check with the City of Bellingham's Finance Department, 360-778-8025. Any contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the State of Washington.

8.2 INDEMNITY

Any contract resulting from this Request for Proposal will require that the Vendor indemnify and hold harmless the Consortium, the City of Bellingham, their employees, and their agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Consortium or the City at any time or times (either before or after the expiration or sooner termination of this contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Vendor or by any servant, employee, officer, director or subcontractor of the Vendor pursuant to the contract excepting always liability arising out of the independent acts of the Consortium or the City.

8.3 LIABILITY AND INSURANCE

The Vendor will be required to defend the Consortium, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Vendor, its employees, subcontractors, or agents (including field work) pursuant to any Agreement, resulting from this RFP where such liability is incurred as a result of the actions or omissions of such parties. The Vendor will be required to obtain and maintain in force at least the following minimum insurance coverages covering all activity that would result from this RFP and as to name the Consortium members as additional insured:

Coverage Type	Amount
Workers Compensation	Statutory Amount
Broad form Comprehensive General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 aggregate
Automobile Liability	\$1,000,000

The Vendor will be required to specifically and expressly waive any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under a contract resulting from this RFP shall not be limited in any way by any limitation on benefits payable to or for any third-party under the workers' compensation acts. The Vendor will be required to submit an insurance certificate showing the coverage required listed above to the Consortium for approval at least annually.

8.4 FUNDING

Should either party here believe that the other has failed to substantially perform all or a material part of its obligations under the contract, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, the contract may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Vendor shall be paid an amount, in the discretion of the Consortium's project manager, which takes into account actual costs incurred by the Vendor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the Consortium of completing the work itself, or of employing another firm to complete it, and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the Consortium of the project work which has been performed to the date of termination. In no event shall the Vendor receive an amount based on anticipated profit on unperformed services or work.

On the giving of notice of termination by either party, the Vendor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the Consortium all documents and other uncompleted work on the date of termination.

In the event funding is withdrawn, reduced, or limited in any way after the effective date of the contract due to Consortium budgetary constraints, and prior to its normal completion, the Consortium may summarily terminate the contract as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of the contract. If the level of funding withdrawn, reduced, or limited is so great that the Consortium deems that the continuation of the services covered by the contract is no longer in the best interest of the Consortium, the Consortium may summarily terminate the contract in whole notwithstanding any other termination provision of the contract. Termination shall be effective upon receipt of written notice.

8.5 SOFTWARE

It is the Vendor's responsibility to ensure that the Consortium has all licenses required to use any software that may be supplied by the Vendor pursuant to the contract.

Independent custom code built expressly for the Consortium, paid for by the Consortium, and not incorporated into the system will be expressly identified as such in the Contract. Such code will undergo a rigorous design process with the Consortium, Vendor, and other third parties (as required). The Consortium must sign-off on a detailed specification document prior to work beginning. Detailed specification should include the following:

- Overview
- Functional description
- Technical description, including technologies used, format of messages, and communication protocols
- Error handling
- Sample messages

The Consortium shall take responsibility for modifying independent custom code and its impact on the Consortium environment. The Vendor shall provide sufficient technical information to

the Consortium that the Consortium can evaluate and implement changes to its independent custom code prior to applying software updates.

8.6 DATA OWNERSHIP

The Consortium retains ownership of all data entered into the ILS. The Vendor agrees not to disclose Consortium data to any person in any form, without prior consent of the Consortium. Vendor's personnel will have access to Consortium data for the purpose of supporting the Consortium's use of its data. Vendor will not alter any Consortium data without prior consent of the Consortium.

In the event that this contract is terminated for any reason, Vendor agrees to work with the Consortium to provide the Consortium with its data, in a format mutually agreed to by both parties within 90 days of the termination of the contract. Following provision of data to the Consortium, Vendor agrees to destroy all copies of Consortium data.

8.7 REMOTE ACCESS TO CONSORTIUM'S TECHNICAL ENVIRONMENTS

The Consortium's security policies require monitoring and controls when third party service providers access the Consortium's technical environments. Third party access will be disabled when it is not in use. Access to the Consortium's environment shall be provided using Citrix Secure Gateway and/or via client-initiated remote session tools such as WebEx or Skype. Vendor access agreements are required for Vendors providing technical support via Citrix Secure Gateway.

8.8 HOSTED SYSTEMS AND VPN CONNECTIVITY

VPN connectivity is not desired. If Vendor architecture requires VPN connectivity to the Consortium's technical environments for operational procedures, such connectivity will require review and evaluation prior to signing a contract.

8.9 PAYMENT PROCESSING

In the event either member of the Consortium uses a payment system provided by the Vendor, the Vendor represents and warrants that for the life of the contract, the software and services used for processing credit and debit transactions shall be compliant with current payment card industry data security standards (PCI-DSS) established by the PCI Security Standards Council. Vendor agrees to indemnify and hold the Consortium, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of Consortium customer credit card or identity information managed, retained or maintained by Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information.

9 EVALUATION CRITERIA

The following criteria will be used to evaluate the systems proposed in responses to this RFP.

Minimum Requirements

The evaluation committee will evaluate proposals against the minimum requirements described in [Appendix C: Minimum Requirements](#). Proposals not meeting all minimum requirements will be rejected without further consideration.

RFP Response Scores

The responses that meet all of the minimum requirements will be scored, with the scores weighted as follows:

Vendor Qualifications	10%
Vendor Reference Feedback	10%
Detailed Descriptions	35%
High Priority Scenarios	45%

Demonstration and Testing

The Vendors with the highest scores on their RFP responses may be invited to perform on-site demonstrations of the systems they propose, and to provide test environments that will enable select staff to test their required scenarios. The Committee will score the demonstrations and staff will score their experiences with the software. These scores will be combined with the RFP Response Scores and a score for the proposed cost of the systems as follows:

Demonstrations	25%
Staff preference after testing	25%
Proposed Cost	25%
RFP Response Scores	25%

The breakdown of all proposed costs as requested should be clear, concise and conform to [Appendix F: Pricing](#).

The selected Vendors will also be required to respond to additional questions as part of a security review of both their proposed system and their internal systems.

Selection

It is the Consortium's intention to invite the Vendor with the highest score overall to proceed to contract negotiation, provided the security review deems the product and the Vendor's internal systems acceptable.

10 APPENDIX A: PROPOSAL COVER LETTER

Letterhead or Vendor's name and address

Date

Subject: ***Request for proposal name***
 Request for proposal number
 List any amendment nos. and dates

The enclosed response is submitted in response to the above-referenced Request for Proposal. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal. We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in this proposal and to any agreement resulting from the proposal.

Sincerely,

Signature

Name: _____
Type or print

Title: _____

Legal name of Vendor: _____

Date: _____

11 APPENDIX B: VENDOR QUALIFICATIONS

For this section of the RFP the Vendor shall:

- Provide an overview of the Vendor's business history.
- Provide an overview of the Vendor's qualifications related to the requirements described herein, including a brief summary of the Vendor's background working with public library consortia.
- Provide the number of years the firm has provided the services outlined in the RFP.
- Provide the firm's annual customer retention rate for the last five years.
- Provide the number of both technical support staff and developers (as a percentage of total staff) dedicated to the ILS the Vendor proposes for the Consortium.
- Provide the number of technical staff supporting the SaaS infrastructure for the proposed ILS.
- Note whether or not the firm is currently in discussions with any firm or investors regarding potential sale, merger or acquisition, or if there have been any such discussions of potential sale, merger or acquisition in the past two years. If yes, discuss any potential impact on service provision during the anticipated contract term with the Consortium.
- List all public libraries currently using the software that the Vendor proposes for the Consortium, along with the number of patron records and the number of bibliographic records they maintain.

12 APPENDIX C: MINIMUM REQUIREMENTS

The library system assumes that the candidate ILS capabilities include the following minimum requirements. If the ILS does not meet one or more of the requirements, please stipulate.

12.1 INTEROPERABILITY

- Unicode compliant
- Supports MARC 21 formats for Bibliographic Data, Holdings Data, Authority Data, and Classification Data, without limitation on record length except as consistent with MARC standards
- Supports automatic import/export of all types of MARC 21 formatted records with full preservation of all tags
- Supports RDA-compliant MARC records
- Supports the NISO Circulation Interchange Protocol (NCIP), ANSI/NISO Z39.83 – 1 – 2008, NISO Circulation Interchange – Part 1: Protocol
- Supports the NISO Circulation Interchange Protocol (NCIP), ANSI/NISO Z39.83 – 2 – 2008, NISO Circulation Interchange Protocol – Part 2: Implementation Profile 1
- Supports EDI formats that our Vendors use (Baker & Taylor, Ingram, and Midwest Tape): ISO 9735: EDIFACT and ANSI X12
- Supports holdings statements of both serial and non-serial multi-part items as defined in ANSI/NISO Z39.71 Holdings Statements for Bibliographic Items, including summary and detailed holdings, mixed level holdings, itemized and compressed formats, and enumeration and chronology displays
- Supports Codabar, Code 39, and Code 128 barcode symbologies for bibliographic items and patron IDs, including from third-party suppliers' barcodes and readers
- SRU 2.0 compliant for searching/retrieving records from other catalogs
- Supports the transfer of electronic documents in compliance with ISO 17933, Generic Electronic Document Interchange (GEDI)
- Supports ISO ILL Protocol standards ISO 10160 and 10161-1
- Supports SIP2 connections
- Integrates with commonly used third-party payment processing systems
- Integrates with the third-party products described in the table below

Product	Vendor	Used by	Comment
BiblioCore	BiblioCommons	Both	Accesses Horizon patron data through HIP
CircIT self-checkout software	Tech Logic	WCLS	21 stations at 13 locations
liber8 self-checkout software	bibliotheca	BPL	13 stations at 6 locations. BPL plans to migrate to QuickConnect in 2018
BiblioFines	BiblioCommons	WCLS	Online fine payments via PayPal
i-tiva	TALKINGtech	Both	Telephone notification system calls patrons with notifications and allows patrons to call in to renew items and review their holds and other account information. i-tiva is hosted on a server at WCLS where it connects to 2 POTS lines for calling out, and another 2 for calling in

CASSIE	Librarica	Both	For patron authentication, and time and print management, on over 100 public Internet computers
OverDrive	OverDrive	Both	For eBooks and eAudiobooks via the Washington Digital Library Consortium's 'Washington Anytime Library'.
KitKeeper	Plymouth Rocket	BPL	Allows book clubs to reserve and circulate groups of items.
Freegal	Library Ideas	WCLS	A music download service
EZProxy	OCLC	Both	Used to manage patron authentication for several remote databases (see Appendix H: Current Online Database Subscriptions for a full list of databases). Hosted locally by WCLS
Epson TM-T88 IV, V, and VI receipt printers	Epson	Both	

12.2 MAINTAINABILITY

- The Vendor supplies ILS as a software-as-a-service (SaaS) and is thereby responsible for updating the hardware and software required by the ILS.
- The Vendor commits to using current hardware and software solutions, and maintaining the system on environments supported by the manufacturer and vendor. This includes but is not limited to: networking and server hardware, including backups; virtualization software, operating systems, Database systems, and other software used in providing service to the Consortium. Security patches must be applied per recommendation of the manufacturer, vendor, and Center for Internet Security guidelines.
- Makes, models, and software versions of these components will be shared with the Consortium upon request, including disclosure of maintenance agreements.
- The Vendor commits to the use of secure and encrypted data protocols end-to-end, evolving as the security landscape evolves, for the duration of the contract.
- The Vendor commits to continually updating its product to maintain compatibility with current releases of commonly used browsers within six months of the browser releases, for the duration of the contract.
- Web interfaces will have no reliance on third-party plug-ins such as Flash.
- User interfaces will not utilize unsecure third party plugins such as Silverlight.
- Network infrastructure will not utilize insecure or unsupported protocols such as SMB V1.
- All account passwords are encrypted at rest and during communication.
- Data cached or stored locally by the browser-based staff client, including in browser memory, will be stored securely.
- The Vendor provides a Service Level Agreement promising 99.9% or greater uptime, calculated monthly, with consequences for failing to meet the agreement. The .1% of downtime will include all scheduled maintenance.
- The Vendor supplies multi-tier 24/7/365 support.
- The Vendor provides 24 months' notice prior to terminating support for a product or product version.

12.3 USABILITY

- Windows-standard interface functionality, especially ability to select, copy, paste, search, and scroll as users expect from experience with their current operating systems.
- Upgrades and other maintenance with scheduled downtime are performed at times our branches are all closed.
- Supports back-dated check-in with preset calendar integration.
- Patron records can have multiple addresses, emails, and phone numbers; at minimum, mailing, residential, and temporary, with optional time periods.
- When items are returned damaged or with missing parts, the link between patron and item is maintained.
- Records are edited and indexed in real-time.
- Provides role based security and data access filters that are accessible by Consortium system administrators.

12.4 MISCELLANEOUS

- The Vendor will be responsible for verifying the experience, qualifications and validity of all licenses, permits, and copyrights for any outsourced work to subcontractors. The Vendor is also responsible for paying its employees and any subcontractors the Vendor hires.
- The Vendor shall identify, obtain, and provide any and all licenses, permits, clearances, reports, and documents required to complete the project and perform the services within required timelines.
- The Vendor is responsible for the purchase of all ongoing maintenance agreements or support licenses for third-party solutions required by the ILS.
- Additional detailed questions on subjects such as the technology of the proposed solution, the security practices/policies of the Vendor, and the security of the proposed solution will be provided to any proposal selected for further evaluation as part of a "short list". The responses to these questions will be used to further differentiate the proposals.
- This RFP document, proposals submitted by the Vendor to the RFP, and any responses to additional questions from the Vendor will be eligible for inclusion to the terms of any resulting agreement.
- A contract awarded as a result of this RFP and subsequent selection process shall be subject to interlocal purchasing agreements per RCW 39.34: Interlocal Cooperation Act. Other government agencies in Washington State may purchase on this RFP, in accordance with the terms and prices agreed to in the final contract.

13 APPENDIX D: DETAILED DESCRIPTIONS

Please describe how your ILS *in current production* handles the following scenarios. (If you have both cloud-based and client-based solutions in production, please describe the cloud-based behavior.)

13.1 CIRCULATION

- Describe in detail how staff typically run a list of patron requests to be retrieved from library shelves, especially in relation to transferring items between branches.
- Describe how the system supports patron self-registration, specifically mentioning whether a barcode can be automatically assigned for immediate use.
- Describe how a report of daily financial transactions at a branch is automatically generated and made available to specified staff at a specified time after closing.
- Describe the system's options for offline circulation.
- Describe the system's functionality for circulation using handheld devices such as phones or tablets.

13.2 SUPPORT

- Describe the typical documentation and training you provide with each major feature release.
- Include copies of your help resources that describe step-by-step how to accomplish the following tasks:
 - Circulation staff
 - Check in
 - Check out
 - Look up a patron by barcode
 - Look up an item by barcode
 - Look up an item by author or title
 - Acquisitions staff
 - Populate an order by creating MARC records, using an existing bib or purchase request, or downloading an electronic file from Vendor site
 - Cataloging staff
 - Edit a record by importing an OCLC MARC file and overlaying on an existing acquisitions record
 - ILS Admins
 - Create an account and set permissions for a new member of the circulation staff
 - Selection staff
 - Bulk-migrate requests from one bib to another
 - Run a report for bibs with holds exceeding a given ratio
- List user groups, conferences, community forums, knowledge bases, or other techniques you use to support customers.

13.3 TECHNOLOGY

- Hardware infrastructure:
 - Detail the hosting environment, including network architecture, listing all equipment currently in production (makes, models, versions, counts, date put into production).
 - Servers (makes, models, versions, counts, date put into production)
 - Detail the relevant internet connections to the hosting facility, including any bandwidth guarantees for your hosted system
 - Detail the average and peak utilization of the internet connections, and of your networking infrastructure for the hosted system
- If virtualized:
 - How many hypervisors; which virtualization technology and version of
 - Detail average and peak utilization of the hypervisor hardware (CPU, RAM, and storage)
- Server Operating Systems used in production. Note which services (hypervisor, database, applications, etc.) utilize which OS
- Detail the database platform and version used
- For the proposed SaaS solution, provide the following:
 - Practices related to shared architecture (which system components might be shared with other library clients)
 - Bandwidth requirements for the system to perform as designed
 - Connection methodology to the Consortium's on-premises solutions, if needed
 - Additional technical requirements and/or features related to the Consortium's use of a hosted or SaaS solution
- Database and server instances will be subject to on-going full and incremental backups and/or geo-replication. Provide a full description of the backup system and schedule, including recovery testing.
- SaaS hosting and operations are covered by a disaster recovery plan with performance guarantees. Provide a copy of the plan. Note how service delivery would continue during a recovery.
- Detail your communication plan for notifying clients about scheduled maintenance, including anticipated downtime.
- Provide a copy of your communication plan for unexpected outages including communication update frequency and follow-up after restoration of service.
- Data breaches will be disclosed to the Consortium within 24 hours. Provide a copy of your communication plan for data breaches.
- Innovation, improvements, and features on parity with competitor software will be delivered periodically. Describe how often releases occur and the communication protocol for alerting libraries about them. Detail the dates of your last two major releases and what primary capabilities they included.
- Describe how member libraries register enhancement requests and your process for prioritizing enhancements based on member suggestions.
- Describe your issue tracking/escalation system and how it uses software/services industry best practices. Include your average and guaranteed response times for both system-critical and non-system-critical issues.
- Describe the options that the ILS offers for protecting patron privacy related to transactions that link patron accounts to items, for example anonymizing transactions or deleting them but retaining transaction counts.

- Describe any integration between the browser-based staff client and Microsoft Office, including required extensions or plugins.
- Provide all locations for:
 - Vendor Headquarters
 - Remote offices where technical staff operate including the staff role
 - Datacenters where the data is acquired, processed, stored, and transmitted
 - Data backups
 - Disaster recovery site(s)
- Where applicable to support and illustrate the answers in 13.3, please provide system diagram(s) such as for:
 - Servers
 - Client(s)
 - Database
 - Middleware
 - Reporting
 - Technical support process

13.4 INTEROPERABILITY

- Describe any configurations the ILS requires in which it is necessary to bypass the Windows print spoolers.
- The system's ISO-compliant ILL Protocol Machine application interacts with the other modules of the library system, particularly circulation and finance applications. Describe how.

13.5 REPORTING

Authorized staff can create custom reports and manipulate the output in an intuitive native reporting tool. List the available "canned" reports and describe the available options for creating custom reports.

14 APPENDIX E: HIGH PRIORITY AND OPTIONAL SCENARIOS

Please fill out the Vendor Status columns in the tables below using the following key, describing the functionality in its current state. If you have both a cloud-based solution and a client-based solution in production at this time, please describe the cloud-based solution.

Status	Meaning	Definition
A	Available	The Vendor currently supplies this capability as a part of the general software release and this feature will be available in general release and operation in the system proposed to the Consortium. The price is included in the basic system.
O	Optional Addition	The Vendor currently supplies this capability as a part of the general software release. This is an added cost item. Please give cost information.
IT	In Testing	Capability is scheduled for commercial release (not beta) within 6 months from the due date of this RFP. Indicate the expected date for general release, and whether or not the feature will be an additional cost.
ID	In Development	Release planned within 2 years from the due date of this RFP. Indicate the expected date for general release. An explanation of how the specification might otherwise be met using alternative features, functions, products, or services available from the Vendor or a third-party partner, including availability dates and any added costs, either direct or indirect.
NP	Not Planned	Not planned and not under development.
	Comments	Additional comments from the Vendor.

14.1 HIGH PRIORITY SCENARIOS

Acquisitions

Scenario	Vendor Status	Comment
Works in a HTML5-compatible browser with no dependencies on third-party plugins		
Can manage encumbrances and expenditures automatically in multiple library-defined accounts including but not limited to: ordering, receiving, claiming, cancelling, invoicing, and reporting		
Can import a Vendor cart and easily see a report of possible duplicates		
Can populate an order by creating MARC records, using an existing bib or purchase request, or downloading an electronic file from Vendor site		
Can download Vendor records into purchase order line items and acquisitions item records without data loss, especially ISBN, regardless of the ISBN on any existing bib record		
Can choose whether and when to create bib and holdings when entering orders on an individual order basis		
Can make orders with Vendors who use neither EDI nor printed invoices		
Can automatically create catalog records from acquisitions records and when one is updated, the other will be updated automatically		
Can search statements, invoices, and items by title, ISBN, purchase order number, and purchase order line number at minimum		
Can invoice and credit for encumbered items and items purchased outside the ILS		
Can update orders, invoices, etc. in one place and updates to associated information (e.g. order status, fund accounting, item circulation status) will occur automatically		
Can cancel single titles, partial orders, or complete orders, and updates to associated information, such as fund accounts, will occur automatically		
Can undo a payment and/or receipt for a line or a whole order, and updates to order, invoice, fund, and items created will occur automatically		

Will be alerted of errors processing EDIFACT imports and will be able to access useful troubleshooting steps to rectify the errors		
Can choose to print or reprint orders or process them electronically		
Can receive from multiple orders at once		
Can place holds on acquisitions bib records from orders		
Can download and save records without editing them		
Can print work slips, or not, with optional customization		
Can view budgets and accounting reports with real time data, including staff-generated notes		
Can arrange funds in a hierarchy or grouping showing encumbered/expended/available amounts (both positive and negative), group subtotals, and a grand total, with ability to view and/or print the full hierarchy		
Can create vendor records separately by Consortium		

Acquisitions Admins

Scenario	Vendor Status	Comment
Can access a complete audit trail for fund allocations and adjustments by staff members		
Can create funds, track balances, change budget amounts, and close existing funds at any time with automatic updating of status		
Can create and track separate budgets and funds for Consortium members		
Can create and track separate and overlapping fiscal periods in the fund accounting structure		
Can create custom claims time periods and multiple concurrent claims cycles		
Can view fund accounting or budgeting reports that include data from the serials module		

All Staff

Scenario	Vendor Status	Comment
Can switch users using the same number or fewer steps than required by our current ILS (5)		

Can switch users without losing the information that prior users were viewing		
Can navigate the ILS using hyperlinks on the primary data types: patron, auth, bib and item. For example, clicking a person's name in a list of requests on a bib will bring up that person's account details		
Can work with more than one record of a type at a time		
Can save searches for personal use, including column order		
Can add, reorder, or remove columns from search results		
Can sort the columns displayed on search results		
Can create holds without having to choose pickup location because the system prefills with patron's preferred location		
Can bulk-update patron, item, and bib records		
Can bulk-update the status of items without requiring the use of an external tool		
Can change an item-level request to a bib-level request		
Can bulk-migrate requests from one bib to another and the merged requests will be sorted by request date		
Can bulk-migrate a subset of requests from one bib to another		
Can bulk-request selected items from a search results list		
Will receive an alert when deleting a last item record or an item record with a specific copy request		
Can view a full history by item including all changes to status, location, and any staff account and staff location associated with changes		
Can reverse or edit financial transactions to correct errors		
Can manage serials subscriptions, check-in, prediction, and claims, given the appropriate rights		
Can check in serial issues at both the administrative and local branches		
Can flag accounts requiring custom notification, such as accounts with bad addresses		
Can view contextual help in all staff interfaces		
Can use web-based interfaces regardless of accessibility challenges because the sites comply with current Web Content Accessibility Guidelines recommended by the W3C Web Accessibility Initiative		

Can view the most recent patron to borrow an item when that item is returned with damaged or missing parts		
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Cataloging staff

Scenario	Vendor Status	Comment
Works in a HTML5-compatible browser with no dependencies on third-party plugins		
Can create records using import/export profiles for bib & auth records using different criteria, e.g. match points, overlay records, create items		
Will retain all existing item, acquisition, and request information when merging or overlaying bibs		
Can custom-format spine labels for printing		
Can enable spell check on bib and auth records		
Can batch-edit bib and auth records		
Can copy and paste cataloging records into the database including MARC delimiters		
Can sort search results alphabetically		

Circulation staff

Scenario	Vendor Status	Comment
Works in a HTML5-compatible browser with no dependencies on third-party plugins		
Can run canned weeding reports to identify old or frequently used items for withdrawal		
Can run canned reports to create lists of items by collection, circulation, and publication date		
Can print or email transaction receipts for patrons for items checked out or renewed, including due dates		
Can "Fast Add" or create temporary bib and item records at checkout for items without existing records		
Can merge patron accounts, including holds, fines, notification history, and borrowing activity, without losing any data		

Can create notes exceeding 5000 characters in patron accounts		
Can see useful error messages if creating an account with a mismatch between patron birthdate and age-based privileges implied by a patron account type, e.g. the assigned patron category is for adults only, but the patron birth date indicates the patron is under 18 years old		
Can assign non-requestable status to items so staff can bring those items to schools or other outreach opportunities and allow checkouts		

Collection maintenance

Scenario	Vendor Status	Comment
Can view collection counts by branch and bulk-transfer items to balance collections		
Can set rules for automatic withdrawal		
Can run inventory exceptions reports to compare lists of barcodes by collection and branch in the ILS versus lists of barcodes scanned on the shelves		
Can search items by Work and easily change item status or location, for example, withdrawing a copy of an item with high circulation from a large branch and transferring a copy with lower circulation to that branch to replace it		
Can run reports calculating circulation by time period		

ILS Admins

Scenario	Vendor Status	Comment
Can enable transaction logging		
Can create staff accounts with varying levels of permissions		
Can configure or customize staff interfaces to support various workflows		
Can customize indexing and searching on any table, field, and subfield		
Can automate batch jobs such as purges of bibs with no items or inactive patrons, without requiring the use of third-party tools		

Can enable field validation rules for, at a minimum, fields with specific data types (e.g. MARC tags, indicators, and subfields), for fields that should be limited to an index list, for phone numbers, for mailing addresses, and for email addresses		
Can configure receipts with a variety of font sizes and families for printing, and receipts can use more than one font family or size at a time		
Can schedule automated link validation on URLs in the MARC 856 field		
Can generate full and differential data dumps of the bibliographic database		
Can create custom loan periods to be set based on combinations of factors such as material type and number of hold requests on the bib; and patron's library, patron type, and status		
Can configure any block to generate a notice		
Can configure secondary notification systems if the patron's preferred notification method fails		
Can create custom notices by notice type and by consortia library		
Can set display sorting priority for messages/notices/alerts that are listed for staff to see on patron accounts, so that high-priority information (as defined by the administrator) is initially listed at the top regardless of any other staff preference for sort order for that view		
Can establish custom weighting (by location, material type/collection, and patron type/status) to determine the priority hierarchy by which requests are filled		
Can configure timeframe for the automatic deletion of selected messages/notices/alerts in patron records		
Can configure fine and fee structures based on item and patron types		
Can configure fines and fees to observe grace periods or days a branch is closed		
Can create multiple concurrent float configurations including float to all branches in the Consortium, float to all branches in the library, and float to a subset of branches		
Can create configurations that automatically designate a new home library for an item after a set period of time		
Can configure items or collections as non-requestable by collection, branch, number of checkouts and/or item status		
Can create staff-only collections that can be hidden from the OPAC		

Can configure a standard suite of reports including all relevant statistics required by the IMLS, Washington State Library, and PLDS annually		
Can configure how long to retain data, including summary statistics		
Can host SIP server locally or access SIP server if non-local		
Can customize keyboard shortcuts for common tasks by module (circulation, cataloging, etc.) or common tasks have pre-assigned keyboard shortcuts		
Can develop custom solutions using read/write API supporting create/read/update/delete operations on the primary data types in the ILS		
Can configure automatic renewal rules for items with no pending requests		
Can enable address normalization and verification against USPS ZIP+4 or similar databases		
Can bulk extend all due dates and hold expiration dates to adjust for inclement weather or unexpected closures (by library system or by location)		
Can bulk apply grace period days so that no fines accrue to adjust for inclement weather or unexpected closures (by library system or by location)		
Can limit staff ability to waive fines by the total amount due on the account		
Can create rules for automatic updates to accounts, for example, setting an inactive flag or changing to an inactive patron category when an account has expired, or changing from juvenile to adult account settings when a patron turns 18		
Can create custom fields for records such as a grade level field for a school account or route/stop information for mobile services patrons		
Can automate notification requesting patrons to confirm their contact info based on time-elapsed since the account was created, or since the last successful confirmation		
Can bulk-create patron accounts, for example annual school student account creation (without requiring Vendor intervention)		
Can configure a custom digital index to a local newspaper (BPL only) and provide an internet interface to the index that staff and patrons can search		
Can configure automated browser cache purges for browser-based interfaces.		
Can look up error codes or error message text on the Vendor support website and find up-to-date actionable troubleshooting steps		

Can export records as delimited files		
Can configure the ILS to retain circulation transaction history by anonymizing patron data rather than deleting transactions		

Patrons

Scenario	Vendor Status	Comment
Can complete ILS-related tasks the same way they do now with BiblioCommons		
Can control whether the ILS retains his/her borrowing history		
Can make payments for charges on their accounts, including debit and credit card transactions		
Can pay for printing-related services through the ILS regardless of whether they have a library account		
Can opt to receive email receipts		
Will receive notifications for upcoming due dates, holds, overdue items, billing notices, auto-renewals, and requests cancelled or expired.		
Can choose between email notifications (text and HTML), phone notifications, or text notifications.		
Can opt out of hold notifications		
Can receive notifications in English or Spanish		
Can change the pickup location for a hold even when the item is in transit to a pickup location		
Will experience no data loss as a result of the migration		
Will be able to create and use a strong password instead of a PIN		
Will not be required to take extra steps in their email accounts to ensure that automated notifications from the ILS will be received rather than being sent to junk mail because of lack of ILS compliance with bulk email best practices		

Selection staff

Scenario	Vendor Status	Comment
Works in a HTML5-compatible browser with no dependencies on third-party plugins		
Can link to item and bib data in the ILS from within Vendor web interfaces such as Ingram		
Can bulk-enter a list of ISBNs, titles, or UPC codes (such as from Vendor cart) and view holding and circulation data		
Can run reports for bibs exceeding an active hold ratio (holds that are not paused) to determine whether to order added copies		

Staff requiring reports

Scenario	Vendor Status	Comment
Works in a HTML5-compatible browser with no dependencies on third-party plugins		
Can use an intuitive tool to create custom reports without requiring ILS Vendor support, ILS admins, or knowledge of SQL		
Can save custom report parameters for their own regular use, such as a monthly report of lapsed patrons		
Can use canned reports as a template to modify into a custom report		
Can create custom reports from any patron- or item-related field in the database, including blocks and notes, such as a daily report of all waiver amounts and reasons for waivers		
Can email and export report data		
Can schedule automatically emailed reports on a variety of schedules		

14.2 OPTIONAL SCENARIOS

Accounting

Scenario	Vendor Status	Comment
Can integrate the ILS with commonly used accounting software solutions like Quickbooks		

Acquisitions

Scenario	Vendor Status	Comment
Can place holds on acquisitions records before they appear in the public catalog		
Can receive items by scanning ISBN barcodes or UPC labels		
Can bulk-receive sets of items such as by scanning a single barcode containing information about all items included in the shipment		
Can download electronic orders and invoices from Amazon.com		

All Staff

Scenario	Vendor Status	Comment
Can switch users with an ID card swipe, fingerprint reader, or other physical token or biometric authentication methods		
Can email patrons from the patron detail interface		
Can view useful as-you-type suggestions when searching		
Can view useful did-you-mean suggestions when searching		
Can bulk-notify patrons with requests on an item when that item has been canceled or the release date has been changed		
Can attach files to notes in patron records to track correspondence or detail specific circumstances that other staff will find useful		

Can create lists of items, such as for display, and then track circulation on those items with an automated report		
--	--	--

Cataloging staff

Scenario	Vendor Status	Comment
Can manage serial invoices and claims through ILS integration with the serial Vendor		
Can create records referencing library-hosted digital media, such as images		
Can enable periodic data validation reports that check for missing or incorrectly formatted data or, for example, disparities between item type and collection code.		
Can customize MARC editor view to make the fields easier to compare to MARC records in other editors such as OCLC's		
Can compare MARC records side by side from two different sources in an interface that highlights differences between the two		
Can automatically synchronize bibs with OCLC, so that if a bib is deleted from the ILS, it will automatically be deleted from OCLC		
Can merge bibs, and all items and requests will automatically merge at the same time		

Circulation staff

Scenario	Vendor Status	Comment
Will be alerted to possible duplicate patron accounts when creating a new patron account		
Can conduct in-stacks work such as pulling requests using a portable/mobile circulation web interface		
Can register new patrons, check books out, and check books in using a portable/mobile circulation web interface		

ILS Admins

Scenario	Vendor Status	Comment
Can enable LDAP authentication		
Can configure receipts to include marketing messages		
Can create load limits by branch and collection to maintain balance across branches. For example, when a floating item is checked in at a branch where the load limit is reached, the system will send it to a branch where the load limit for that material type has not been met		
Can configure limits on the number of ILL requests a patron can make		
Can configure an integrated event calendar and online room booking system		
Can create rules for collections that allow patrons to reserve items for checkout on dates they specify		
Can create custom workslips that print automatically based on defined actions; for example, changing an item to a specific status would print a Mendery workslip		

Patrons

Scenario	Vendor Status	Comment
Can group multiple accounts by family/household		
Can pay fines and fees for a family grouping in one transaction		
Will not be blocked from using their own accounts if an account within the family grouping is blocked		
Can create an "alias" to be used on hold slips		
Can view different sets of possible holds pickup locations based on their account types, for example, students will be able to pick up holds at their schools, but patrons without school accounts will not be able to view or choose those locations		
Can create, view, and delete ILL requests using the ILS		
Can renew ILL materials through the ILS		
Can view ILL loans in their borrowing history (without including the items themselves in the catalog)		

Can create alerts for new works by favorite authors or in favorite series		
Can place holds automatically on new works by favorite authors or in favorite series		
Can use the ILS search functionality to search databases (federated search)		
Can sign up for an account online and receive immediate temporary access to online resources		
Can change their contact information online		
Can create their own user names rather than using a barcode		

Selection staff

Scenario	Vendor Status	Comment
Can create item sets for checkout such as book club kits or grab bags where scanning a single barcode will CKI or CKO all child items associated with the set		

15 APPENDIX F: PRICING

Quote unit prices, maintenance rates, delivery charge, installation charge, and training costs for all components of the system on the summary form provided below. Add additional line-items if needed. You may attach supplemental information to this summary.

All prices, quotes, or proposals are to remain firm for the duration of the RFP evaluation and contract negotiation. If discounts are applied, provide line-item breakouts as well as a total.

Pricing Form for _____ (Vendor Name)

Project Costs	No. Units	Unit Price	Extended Total Purchase Price	Discounts
Customization (Hours)				
Project Management (Hours)				
Data Conversion (Hours)				
Migration (Hours)				
Training (Hours)				
Travel & Per Diem				
Documentation				
Other (provide details)				
Total Project				

Year One of service begins on the go-live date. Please provide pricing for five years of service. If bid with annual cost increases, include additional copies of the table detailing costs for years two through five.

Year One Costs	No. Units	Unit Price	Extended Year One Price	Discounts	Five-Year Total Cost (Sum of Years One through Five)
ILS Database					
ILS SaaS Hosting					
ILS Software (per module if applicable)					
<ul style="list-style-type: none"> • Serials 					
<ul style="list-style-type: none"> • Acquisitions 					
<ul style="list-style-type: none"> • Outreach/Home Service 					
<ul style="list-style-type: none"> • Debt Collect 					
ILS Client (staff use) software (if applicable)					
Reporting Software					
Testing/Training Environment					
Local Newspaper Index Hosting (BPL-only)					
Optional Services/Modules					
<ul style="list-style-type: none"> • Integrated Self-Check 					
<ul style="list-style-type: none"> • Room Reservations/Events Calendar 					
<ul style="list-style-type: none"> • Kit Reservation and Circulation 					
<ul style="list-style-type: none"> • Integrated Print management and PC 					
<ul style="list-style-type: none"> • Portable/Mobile Circulation 					
Other (provide details)					
Total System					

16 APPENDIX G: REFERENCES

16.1 CURRENT CUSTOMERS

The Vendor must demonstrate prior successful installations for other consortia similar to BPL and WCLS. The Vendor will provide information for previously benchmarked and operational systems from three U.S. public libraries that are broadly similar to these characteristics:

- Over 3 million annual circulations
- Over 1,000 concurrent users, both in-library and remote
- A database of at least 325,000 MARC records
- A database of at least 150,000 patron records

The information to be requested by the Consortium and evaluated from each reference includes services performed, the Vendor's abilities, communication skills and timeliness, costs, accuracy, problems, overall performance, and whether or not the reference would require the Vendor.

The Consortium reserves the right to check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar requirements.

Item	Vendor Response
Client Reference No. 1 - Current	
Library System Name	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by Vendor	
First date of business relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the Consortium)	
Client Reference No. 2 - Current	
Library System Name	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by Vendor	
First date of business relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the Consortium)	

Client Reference No. 3 - Current	
Library System Name	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by Vendor	
First date of business relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the Consortium)	

16.2 FORMER CUSTOMERS

Also include references for the most recent two library systems that migrated off of the system being bid.

Item	Proponent Response
Client Reference No. 1 - Former	
Library System Name	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by Vendor	
First date of business relationship with Vendor	
Go Live Date	
Basis for which reference is no longer a client of Vendor	
Client Reference No. 2 - Former	
Library System Name	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services provided by Vendor	
First date of business relationship with Vendor	
Go Live Date	
Basis for which reference is no longer a client of Vendor	

19 APPENDIX H: CURRENT ONLINE DATABASE SUBSCRIPTIONS

Ancestry Library Edition

Britannica Library

ChiltonLibrary.com

Consumer Reports

EBSCOhost: AutoMate, Greenfile

Foundation Directory Online, Foundation Grants to Individuals, and Foundation Maps

Mango Languages

NewsBank: America's News Magazines, Bellingham Herald

Novelist: Plus, and Plus K-8

ProQuest: ABI/INFORM Trade and Industry, CultureGrams, eLibrary, Family Health,
HeritageQuest Online, History Study Center, LearningExpress Library, National Newspapers
Core, ProQuest Learning: Literature, Research Library, SIRS Discoverer, US Hispanic
Newsstream, US Newsstream, and US West Newsstream

ReferenceUSA

Testing & Education Reference Center

Value Line

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF BELLINGHAM --**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington, located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and , , (hereinafter the "Consultant"), in consideration of the mutual covenants herein, agree as follows:

I. **OBJECTIVE.** The objective of this Agreement is (hereinafter the "Project" as further set forth in Article III. below).

II. **RESPONSIBLE OFFICERS.**

A. The City designates as its Project Manager for the Project. The Project Manager is the City's liaison officer to the Consultant for all purposes in carrying out the Project.

B. The Consultant designates as its Representative for the Project. The Consultant's Representative is its liaison officer to the City for all purposes in carrying out the Project.

III. **SCOPE OF WORK UNDERTAKEN BY CONSULTANT AND PROJECT SCHEDULE.** Consultant agrees to carry out the following work (hereinafter "the Project") to the satisfaction of the Project Manager:

See Exhibit "A" attached and incorporated herein by this reference.

IV. **PAYMENT.**

A. The maximum payable to Consultant under this Agreement is \$, which amount shall be inclusive of any State sales tax payable by Consultant.

- B. Payments to the Consultant will be made monthly for work done during the previous month, based on invoices submitted to the Project Manager. A short narrative progress report shall accompany each invoice, which report shall discuss any problems or potential causes for delay, with the status of the Project, amount of work completed, and other relevant information.
- C. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City or any other governmental agency with jurisdiction for a period of three (3) years after final payment.
- D. The basis for payment hereunder is: See Exhibit "B" attached and incorporated herein by this reference.

V. CHANGES AND ADDITIONAL WORK.

- A. Upon request of the City, the Consultant shall make such revisions in work done under this Agreement as are necessary to correct errors or omissions appearing therein and make such other minor revisions as are reasonably requested, without additional compensation therefor.
- B. The City may, at any time, by written order direct the Consultant to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, make other changes within the general scope of the services or work to be performed under this Agreement, or request other additional work not reasonably implied by the scope of work. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any service under this Agreement, an equitable cost and/or completion time adjustment shall be made, and this Agreement shall be modified in writing accordingly. The Consultant must assert any claim for adjustment under this section in writing within thirty days from the date of receipt by the Consultant of the notification of change.

VI. INFORMATION AND WORK PROVIDED BY THE CITY. Such data as is possessed by the City and is useful or necessary to the Consultant in order to carry out the Project shall be turned over to the Consultant at a time and place mutually convenient. The Consultant is entitled to rely on the data provided. Except as specifically provided in this section, the City is not required to retain additional consultants, do research or obtain additional data for use by the Consultant at the City's expense.

Exceptions are as follows: None

VII. CONSULTANT'S STUDIES, REPORTS AND WORK PRODUCT.

- A. The Consultant shall prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the features of the work. Compliance with the foregoing provision shall not constitute additional work as described in this Agreement.
- B. All documents, maps, and other materials of whatever kind prepared by the Consultant pursuant to this Agreement shall be deemed property of the City upon completion of the Project or termination of this Agreement. The Consultant may keep file copies of its work product, but shall retain no other rights of ownership therein.

VIII. TIME OF BEGINNING AND COMPLETION.

- A. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the City's Project Manager. The completion time for all work under this Agreement shall be the Project schedule contained in the Scope of Work.
- B. Established completion time is a material part of this Agreement and shall not be extended because of any unwarranted delays attributable to the Consultant. However, it may be extended by the City in the event of a delay attributable to the City or because of unavoidable delays caused by an act of God or other conditions beyond the control of the Consultant.

IX. RELATIONSHIP OF THE PARTIES; SUBCONTRACTING.

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, gift or contingent fee.
- B. During the term of this Agreement, the Consultant shall not engage, on a full-time, part-time, or other basis, any professional or technical personnel who are, or have been at any time during the term of this Agreement, in the employ of the City (except regularly retired employees) without written consent of the City.
- C. This Agreement is for the performance of professional services. The parties intend that the Consultant shall be an independent contractor in the performance of services rendered pursuant hereto. To this end, Consultant represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.
- D. Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant under this Agreement shall be considered employees of the Consultant only and not of the City. Any and all claims that may or might arise under the Workers Compensation Act on behalf of said employees while so

engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of the Consultant.

- E. None of the services covered by this Agreement shall be subcontracted by the Consultant without the prior written consent of the City, executed by its Project Manager. The Consultant shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

X. CONFLICT OF INTEREST.

- A. Consultant covenants that it presently has no pecuniary or proprietary interest and shall not acquire any such interests, direct or indirect, which conflicts in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person or subcontractor having such interest shall be employed.
- B. No members of the City government, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project shall have any personal interest, direct or indirect, in this Agreement.

XI. DISPUTE RESOLUTION, ATTORNEYS' FEES, AND APPLICABLE LAW.

- A. The City and the Consultant shall give each other prompt notice of any development either observes or becomes aware of which affects the scope or timing of the Project or involves any defect in the work of Consultant, or its contractors or subcontractors. In the event of material disagreements between the City's Project Manager and the Consultant's Representative arising out of this Agreement, the issue shall be addressed at meetings between the parties, which shall in such case also include at least the

Project Manager and the Consultant's Representative (or equivalent), all of whom shall use their best efforts to timely resolve the dispute.

- B. In the event of litigation to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- C. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement without recourse to any principle of Conflicts of Laws.

XII. TERMINATION.

- A. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the Project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in its sole discretion.
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof. Nothing herein prevents Consultant from being paid sums, duly documented, for work performed prior to termination.

- C. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Consultant shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Consultant in performing the Project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the Project work which has been performed to the date of termination. In no event shall the Consultant receive an amount based on anticipated profit on unperformed services or other work.
- D. Upon receipt of a termination notice, the Consultant shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Consultant or its subconsultants may have accumulated in performing this Agreement, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant therefor. The City may thereafter, at its sole option, take over the work and prosecute the same to completion by whatever means it chooses. Consultant shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and, when necessary for protection of its professional reputation, to produce a report of services completed to the date of termination.

- E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XIII. LEGAL RELATIONS AND INSURANCE.

- A. The Consultant shall comply, and shall ensure its subconsultants comply, with all City ordinances and resolutions, and federal and state grant agreements and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.
- B. The Consultant shall defend, indemnify and hold harmless the City, its officers, employees, principals and agents from any and all injury or damage to the City or its property, and also from all claims, demands, causes of action, or suits of any kind that arise directly or indirectly out of, incident to, or due to any actual or alleged negligence, intentional tort, or breach of duty by the Consultant, its agents, employees, representatives or subcontractors in performing work and services under this Agreement, except for injuries and damages caused by the sole negligence of the City.
- C. In the event any claim, suits, or actions result from the concurrent negligence of (a) the City or the City's agents or employees and (b) the Consultant or the Consultant's agents or employees, the defense and indemnity provisions in the preceding paragraph of this section shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of its agents and employees.
- D. The Consultant specifically agrees to defend and indemnify the City from claims or suits brought by Consultant's own employees against the City. For this purpose, Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts. This waiver has been mutually negotiated by the parties.

- E. The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- F. Prior to execution of the Agreement, the Consultant shall file with the City appropriate evidence of insurance from insurer(s) certifying to the coverage of all insurance required herein and which will be subject to approval by the City. In the event that the Consultant is unable, through no fault or neglect, to maintain such insurance, the City shall have the right to terminate the Agreement pursuant to paragraph XII after giving the Consultant a reasonable opportunity to find alternate insurance coverage acceptable to the City. All insurance policies shall be endorsed to require the insurer to provide thirty days' notice of cancellation.
- G. The Consultant shall require that all subcontractors obtain and maintain comprehensive general liability, professional liability and workers compensation insurance appropriate and applicable to the scope of work and services to be performed by such subconsultants. It shall be the responsibility of the Consultant to initially determine the appropriate and applicable insurance coverage, which will be submitted to the City for approval. The Consultant shall furnish to the City insurance certificates for all subcontractors.
- H. The Consultant shall obtain and maintain the minimum limits of liability insurance set forth below. By requiring such minimum limits, the City shall not be deemed to have assessed the risks which may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems it appropriate and prudent, maintain greater limits. The insurance of the Consultant shall be primary and non-contributory with any insurance for which the City is a named insured. The City and its officials and employees shall be named as additional insureds on all liability insurance policies (together with the required endorsement), except professional liability insurance. Said insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Such

policies shall provide the coverage required as follows for any and all occurrences arising out of the Consultant's performance under this Agreement:

1. Broad form Commercial General Liability, affording limits of liability of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000.00 in the aggregate.
2. Automobile liability affording limits of liability of \$1,000,000.00 as a combined single limit per accident for bodily injury and property damage.
3. Professional liability insurance, affording limits of liability of \$1,000,000.00 in the aggregate covering all professional activities performed under this Agreement. If the insurance maintained by the Consultant is maintained on a "claims made" basis rather than an occurrence basis, said insurance shall be continued by the Consultant until at least five years after the date of the completion of the Project.
4. Workers Compensation coverage as required by the laws of the State of Washington.

Except with regard to Professional Liability Insurance and Workers Compensation coverage, all insurance coverages required under this Agreement shall include a waiver of subrogation against the City for losses arising from work performed by the Consultant.

XIV. ASSIGNMENT. The Consultant shall not sublet or assign any of the work covered by this Agreement without the prior, express written consent of the City.

XV. ENDORSEMENT ON PLANS. If this Agreement involves design for a construction project, the Consultant shall place the endorsement of a licensed engineer or architect on all plans, specifications, estimates or any other design data Consultant furnishes. In any event, all materials prepared by the Consultant hereunder are property of the City, and Consultant retains no right of ownership or copyright therein.

- XVI. EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES:** The Consultant agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Consultant shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.
- XVII. COMPLIANCE WITH LOCAL LAWS:** The Consultant shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.
- XVIII. EFFECT OF ACCEPTANCE OF THE WORK.** Approval of plans, specifications or other documents shall not constitute nor be deemed a release of the responsibility of the Consultant, its employees, subcontractors, or agents for the accuracy and competency of their work, nor shall such approval be deemed to be an assumption of such responsibility by the City for any defect in the work prepared by the Consultant, its employees, subcontractors, or agents.
- XIX. ACCOUNTING AND AUDIT:** The Consultant agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.
- XX. NOTICE.** Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Bellingham
210 Lottie Street
Bellingham, WA 98225

Attn:

Consultant:

Attn:

XXI. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this _____ day of _____, 2018, for the Consultant.

EXECUTED, this _____ day of _____, 2018, for the **CITY OF BELLINGHAM**:

Departmental Approval:

MAYOR

DEPARTMENT HEAD

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney