



**CHARLOTTE-MECKLENBURG BOARD OF EDUCATION**

**PROCUREMENT SERVICES DEPARTMENT**

**Oakhurst Facility  
4511 Monroe Road  
Room 219A  
Charlotte, NC 28205**

**DECEMBER 12, 2013**

**REQUEST FOR PROPOSAL**

**RFP# 163-1356**

**CENTRALIZED LIBRARY AUTOMATION SYSTEM HOSTED SOLUTION**

Sealed Proposals subject to the conditions made a part hereof will be received until **January 21, 2014 @ 3:00 p.m., EST (Prevailing Local Time)** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUERS ADDRESS SHOWN ABOVE.

IMPORTANT NOTE: Indicate firm, and RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to: Gifford Cordova, Jr., C.P.M.  
Senior Purchasing Agent  
Oakhurst Admin Facility  
4511 Monroe Road  
Room 219A  
Charlotte, NC 28205  
980 -343 – 6615  
[g.cordova@cms.k12.nc.us](mailto:g.cordova@cms.k12.nc.us)

**NOTE:** Questions concerning the specifications in this Request for Proposals will be received until **3:00 pm, January 8, 2014** by e-mailing Gifford Cordova ([g.cordova@cms.k12.nc.us](mailto:g.cordova@cms.k12.nc.us)), CMBE Senior Purchasing Agent. Technical questions will not be accepted after this date and time. General non-technical questions will be accepted until the close of posted RFP timeline. When appropriate, responses will be posted at <http://www.ips.state.nc.us/ips/pubmain.asp>, located under the RFP # being modified.

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

## Table of Contents

<u>Section #</u>	<u>Page #</u>	<u>Description</u>
Section 1	Page 3	Overview and General Information
Section 2	Page 5	Schedule and Process
Section 3	Page 6	Clarification of Proposal
Section 4	Page 8	Evaluation Criteria
Section 5	Page 9	The Procurement Process
Section 6	Page 10	Proposal Requirements
Section 7	Page 20	Specification Matrix
Section 8	Page 34	References
Section 9	Page 35	Summary of Cost
Section 10	Page 36	Execution of Proposal
Section 11	Page 37	Addenda Receipt
Section 12	Page 38	Final Check List
Section 13	Page 40	MWSBE Utilization Form
Section 14	Page 41	Request for Proposal Instructions
Section 15	Page 43	Standard Terms and Conditions
Section 16	Page 48	Sample Contract

# Section 1

## OVERVIEW AND GENERAL INFORMATION

---

### A. Introduction

The Charlotte-Mecklenburg Board of Education (CMBE), 2<sup>nd</sup> largest school district in both North and South Carolina and in the top 20 largest in the country, provides K-12 instruction to approximately 143,973 students. The Charlotte-Mecklenburg Board of Education employs approximately 18,000 full and part-time regular employees in addition to a large number of temporary and substitute employees.

### B. Objectives of This RFP

It is the intent of this request for proposal to seek qualified vendors for a centralized, web-based library management system from leaders in the school market. The preference is to have a single vendor for the purchase of software, data conversion, data enhancements, installation, training, ongoing technical support, and maintenance of the library management solution.

### C. Overview

Charlotte-Mecklenburg Schools' preferred system includes an individualized online public access search portal with 21st century search features and functionality for students and staff at 160 locations. The provider should offer increased support for system administrator functions. The system will offer authority maintenance, cataloging, circulation, inventory, and reporting tools that are easy to use at the best price and feature level as indicated in the selection criteria. The successful vendor will be able to grow with the school district as new schools are added. The contract awarded will be for one year with options to renew over five years.

### D. Description of CMS School Library Environment/Services

1. One hundred sixty school libraries serving approximately 143,973 PreK-12 students
2. Schools order fully cataloged and processed materials, however often receive items that need cataloging
3. MARC records are sent to and are downloaded by central office staff
4. Bibliographic database currently holds over 25,347,918 bib records, many are duplicates
5. Union catalog set so media coordinators cannot edit or delete bib records, however, they can import and save
6. Media coordinators occasionally edit/delete item records that do not belong to them
7. Radio Frequency ID (RFID) technology for security and checkout is used at four secondary schools
8. Each school has from one to three circulation computers
9. OPAC stations serve as stand-alone kiosks in some schools
10. Bar codes/bar code tracking are used for a single entity—Charlotte-Mecklenburg Schools
11. Codabar 14-digit bar codes with 14th digit as check digit
12. Item records are identified with 949 line
13. Student borrowers are able to use their student ID to access features in OPAC
14. Borrowers check out materials using either a student ID bar code or a 14-digit library bar code
15. Bar Code Scanners—Currently using either Metrologic Voyager (majority) or Percon
16. New schools will be built in a growing district
17. CMS Network Maintenance:
  - a. In-house network engineers
  - b. Need to minimize impact on this team both during and after implementation
  - c. Involving local technical support must be budgeted for and scheduled:

- External technology group
- Vendor library automation team will work with all stakeholders including the CMS Student Applications group and Media Services

## Section 2 Schedule and Process

---

The following chart shows the schedule of events to prepare your organization's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

Due Date	Event
<b>12-12-2013</b>	RFP advertised and posted at The State of North Carolina Interactive Purchasing System (IPS)
<b>01-08-2014</b>	Deadline for vendors to submit technical questions to ensure a timely answer from Charlotte-Mecklenburg Schools  General non-technical questions accepted until close of posted RFP timeline
<b>01-21-2014</b>	Deadline for submitting proposals to: Charlotte-Mecklenburg Board of Education Attn: Gifford Cordova 4511 Monroe Road, Room 219A Charlotte, NC 28205
<b>01-23-2014 through 02-17-2014</b>	Evaluation Process and Demonstrations
<b>02-26-2014</b>	Award notification sent to recipient and posted at The State of North Carolina Interactive Purchasing System

## Section 3

### Clarification of Proposals

---

1. Qualified proposals will be evaluated and acceptance made based on the best value offered to the Charlotte-Mecklenburg Schools.
2. The Charlotte-Mecklenburg Board of Education may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/service proposed, and the Offeror shall furnish to the Charlotte-Mecklenburg Board of Education all such information and data for this purpose as may be requested.
3. The Charlotte-Mecklenburg Board of Education reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy the Charlotte-Mecklenburg Board of Education that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
4. This proposal does not commit the Charlotte-Mecklenburg Board of Education to award a contract or pay costs incurred in the preparation of this proposal.
5. At their option, the evaluators may request oral presentations or discussion with any or all Offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, Offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Offeror.
6. The Charlotte-Mecklenburg Board of Education reserves the right to negotiate with any Offeror. The successful Offeror may be asked to participate in negotiations and make revisions to their proposal based on these negotiations.
7. The Charlotte-Mecklenburg Board of Education reserves the right to upgrade services and/or modify/add/delete the number accounts and/or features as the email environment changes either during the year or at the beginning of each year renewal.
8. The Charlotte-Mecklenburg Board of Education reserves the right to accept any offer or to reject all offers with or without cause.
9. Individual invoices must be issued for each purchase order received.
10. Bids are requested on the services as hereinafter specified. The Charlotte-Mecklenburg Board of Education reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.
11. All bids must be accompanied by complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions; otherwise, they will be subject to rejection.
12. Bidders are requested to offer only comparable services which will provide the equivalent capabilities, features and diversity called for herein. The Charlotte-Mecklenburg Board of Education reserves the right to evaluate all proposals for suitability for the required use and to award the one best meeting requirements and thought to be in The Charlotte-Mecklenburg Board of Education's best interest.

13. Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment and or services offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by The Charlotte-Mecklenburg Board of Education that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.
14. Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.
15. The Charlotte-Mecklenburg Board of Education reserves the right to require a demonstration (in person or webinar) of the services offered. Such demonstration would be performed at user's facility, by bidder or his authorized representative, before award of contract, upon request by The Charlotte-Mecklenburg Board of Education, free of charge to The Charlotte-Mecklenburg Board of Education, and for the purpose of assessing suitability of the offered services for the intended use. Failure of bidder or his authorized representative to perform demonstration (if requested) in accordance with the above may be grounds for nullification of the bid. The results of such demonstration would be considered in the award of contract

## Section 4

### EVALUATION CRITERIA

---

The right is reserved by the Charlotte-Mecklenburg Board of Education to reject any or all quotes/bids. All bids/quotes submitted should be as closely sized, equipped, etc. to the desired specifications. Any exceptions to the specifications will be evaluated based on the best interest of the Charlotte-Mecklenburg Board of Education.

The Charlotte-Mecklenburg Board of Education will evaluate proposals using the “Best Value” procurement method set out in G.S. 143-135.9. Under best value procurement, CMBE will award the contract based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor.

A team of CMBE staff will evaluate the proposals based on each Proposer’s ability to meet the performance requirements of this RFP. This section provides a description of the criteria that will be used by the team for evaluation.

To be deemed responsive, it is important for the Proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP.

Proposals must contain information specifically related to the proposed Services and specifically requested herein. **Failure of any Contractor to submit requested information may result in the elimination of the Proposal from further evaluation.**

All required features in the Specification Matrix in the “Scope of Work” section must be addressed and any required criterion that “does not meet” or has no response may cause the proposal to be disqualified and removed from further consideration. The ability to deliver desired features will be rated and ranked appropriately.

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer. The CMBE may hold discussions with individual Proposers to determine in greater detail a Proposer’s qualifications, to explore with the Proposer the scope and nature of the required contractual services, to learn the Proposer’s proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the CMBE.

The CMBE may request representatives from selected firms, which fall within the competitive range, to formally present the proposed service plan and to answer questions from the evaluation committee. Presentations should not exceed one (1) hour.

As soon as practical, after opening the Proposals, the committee will recommend or award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items or may award each service to individual vendors, whichever shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. The CMBE is not obligated to accept the lowest cost proposal submitted by the firm with an acceptable Proposal.

While price is the major consideration, CMBE will consider other criteria in evaluating these proposals. Evaluation is based on a scale of 1 to 10, 1= worst, 10= best

Factor	Weight	Score	Notes
Cost of service	35		
Ease of Use, Implementation, Support, and Training	30		
Prior K-12 Integration Experience of Comparable Sized School Districts	15		
Corporate Background and Experience	10		
References	10		
<b>Total</b>	<b>100</b>		



## Section 5

# THE PROCUREMENT PROCESS

---

The following is a general description of the process by which a firm will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. Proposal questions may be submitted **until 3:00 pm, January 8, 2014** by e-mailing Gifford Cordova ([g.cordova@cms.k12.nc.us](mailto:g.cordova@cms.k12.nc.us)), CMS Senior Purchasing Agent. Technical questions will not be accepted after this date and time. General non-technical questions will be accepted until the close of posted RFP timeline. When appropriate, responses will be posted at <http://www.ips.state.nc.us/ips/pubmain.asp>, located under the RFP # being modified.
3. Proposals in one (1) original, one (1) copy and one (1) copy (Microsoft Word format) on a CD, **labeled with the Company Name, RFP #, RFP Description, and Date of RFP** will be received from each offeror in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.
4. Indicate Offeror name and bid number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.
5. Proposals will be received until **3:00 pm on January 21, 2014** at the Procurement Services Department, Charlotte-Mecklenburg Schools, The Oakhurst Admin Facility, 4511 Monroe Road, Room 219A, Charlotte, NC 28205.
6. At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of the offeror and cost(s) offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of an offeror's pricing position.
7. At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
8. Proposals will be evaluated according to completeness, content, experience with similar projects, ability of the offeror and its staff, and cost. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to The Charlotte-Mecklenburg Board of Education.
9. Offerors are cautioned that this is a request for offers, not a request to contract, and The Charlotte Mecklenburg Board of Education reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the Charlotte-Mecklenburg Board of Education.

## Section 6

### Proposal Requirements

#### Submittal #1

Respond to each item below. Enclose additional information and documentation.

---

#### **E. Vendor Experience**

1. Handling school districts of at least 200 schools with a union catalog
2. Handling conversion/migration of over 25 million bibliographic records
3. Seeking a system for which vendor is primary system administrator with proven track record:
  - a. Performing regular backups
  - b. Maintenance
  - c. Updates
  - d. Upgrades
  - e. Running day end processes
  - f. Verifying that indexing functions are working
  - g. Verifying borrower import runs daily as needed to maintain integrity of the borrower database
4. Proposing a system which has been fully functioning in at least five comparably sized district for at least five years
5. Detailing plans to improve and update the product over the next few years

#### **F. General Functional Requirements**

1. School-level circulation system:
  - a. Off-line circulation with a handheld device or scanner
  - b. Circulation system collects statistical data which is saved for up to five years on all resources including e-books and databases
2. Cataloging module:
  - a. School and central office cataloging of bibliographic data
  - b. Authority data
  - c. Holdings data including reading program information
3. Inventory
4. Integrated access to K12 MARC record database
5. Reporting system
6. Customizable user access levels, logins, and passwords which can be modified from a central location which prevent users from accessing areas for which they do not have permission
7. Custom program designed to import student records from student information program (PowerSchool)
8. Online Public Access Catalog (OPAC) provides seamless access to all resources whether at school or via remote access or personal device:
  - a. Includes federated search
  - b. Faceted searching
  - c. Relevant results
  - d. Statistical data
  - e. Simultaneous OPAC searches must be possible
  - f. Searching will be tempered with Stop Words list to allow dropping:
    - Initial articles: A, An, and The
    - Foreign language initial articles, French, German, Spanish, Chinese
    - Words that double as Boolean operators AND, OR, NOT
    - Exceptions list for difficult title searching will be included; e.g., *Bud, Not Buddy*

#### **G. Technical Infrastructure**

1. Wide Area Network uses Cisco with a centralized proxy server
2. Juniper provides firewall solution
3. Primary Internet Service Provider (ISP) is Spirit

4. Websense is the filtering system
5. Student data system; currently PowerSchool.
6. CMS Network currently using XP, but is considering moving to Win7
7. Currently using IE7 or Firefox15 Web browsers
8. CMS owns a public IP address range registered to Charlotte-Mecklenburg Board of Education so vendors should not have issues with authentication from our range
9. Configuration that meets district firewall, Web server, and proxy server environment including HTTPS support for moving student records
10. Supports Microsoft Active Directory via Lightweight Directory Access Protocol (LDAP)
11. SQL 2008 is the district database management system (DBMS)

## **H. Technical Needs**

1. Relational Database Management System (DBMS) such as SQL 2008
2. All functionalities should be available within a standard Web browser interface—no client software requirements
3. Vendor must create, supply, and maintain Application Programming Interfaces (APIs) for the following:
  - a. Student authentication
  - b. Student information system integration (PowerSchool)
  - c. Google Analytics (provides statistical support/reports)
  - d. SIP/NCIP (Interoperability protocols)
  - e. LDAP integration (a protocol which allows the system to talk to other programs/systems)
  - f. Really Simple Syndication (RSS) indexing
4. Ad hoc reporting—Allowing media coordinators to create reports as needed, not pre-canned reports
5. Digital content integration (for example):
  - a. EasyBib (a citation tool)
  - b. Subscription services from ProQuest:
    - CultureGrams
    - SIRS products
  - c. NC WiseOwl (a reference and electronic resource for North Carolina students):
    - Novelist
    - EBSCOhost—Periodicals database
    - Encyclopedia Britannica

## **I. Costs**

1. Cost of preparing the proposal should not be included in the proposal price
2. Itemized quote includes:
  - a. Installation, application configuration, and database loading
  - b. Database conversion, migration, and enhancements
  - c. Ongoing technical support and software maintenance for at least one year
  - d. Project management services
  - e. List of modules
  - f. List of third party vendors
  - g. Training manuals and online help
  - h. Yearly maintenance
  - i. Two to three bar code scanners per site to support the system
  - j. Handheld devices for remote functions or off-line use
  - k. Optional software; e.g., Spanish language interface, SQL Query Analyzer, etc.
  - l. Adding a new location
  - m. Authority control processing
  - n. Training of central office staff and Train-the-Trainer model instructors
  - o. Reports
  - p. Want to make sure that we want an all inclusive and no add in charges
3. Payment schedule:
  - a. When will maintenance fees be due?

- b. What about the process for adding additional school locations—how will initial fee be scheduled and/or added to the maintenance bill?
- 4. Projected Changes:
  - a. Describe process for adding additional school locations
  - b. Describe plans to implement Resource Description and Access (RDA) standards—will vendor upgrade at no additional charge as changes are made?

**J. Data Conversion, Migration, and Enhancements**

- 1. Data conversion and clean-up of 25+ million records
- 2. Duplicate MARC records need to be merged, with care given not to overload a single bibliographic record with so much data that exporting records would fail
- 3. Vendor must provide optional software module that is specifically designed to allow staff to quickly and easily perform retrospective conversion without the use of the system cataloging or circulation modules (SQL Analyzer)
- 4. Out-of-date headings in bibliographic records will either be updated to current LC headings or cross references or see also references created, and matching authority records will be supplied when the database is loaded
- 5. Other bibliographic enhancements include:
  - a. Accelerated Reader™ information added
  - b. Lexile® measures added
  - c. Fountas & Pinnell Text Gradient Levels™ added
  - d. Notes for literary and artistic awards need to be added either in tracings or awards notes as appropriate

**K. Borrower Database Features**

- 1. Daily, scheduled, automatic import of borrower records from the student information system:
  - a. Imports all pertinent data
  - b. Eliminates the need to “update home room codes”
  - c. Ensures blocks and history will follow transferring student(s)
  - d. Allows printing requested borrower data in a list
  - e. Allows for printing specific student data (name, home room, student ID) in a label format including the student ID in a bar code format
  - f. Allows the printing of borrower bar codes; either the 14-digit Codabar library bar code format or the shorter student ID in a Codabar format by authorized users
- 2. Allows authorized users to add, modify, or delete borrower records either individually or in batches:
  - a. Context sensitive help for each data field during manual addition of borrowers
  - b. Duplicate feature to expedite the manual addition of staff members
- 3. Allows borrower data to be exported in a delimited format
- 4. System provides a spelling help for searches

**L. Authority Control**

- 1. Authority control processing:
  - a. Includes matching every subject heading, author entry, and uniform title in database against national authority files, and updating all records accordingly
  - b. Must offer both an automatic and manual mode for scheduled updates
- 2. Updates all occurrences of a heading in a bibliographic file with a single “global change” transaction.
- 3. Provides real-time access to national authority control and automatically updates when necessary:
  - a. Each time a record is saved in the cataloging module, the system must automatically perform authority control verification based on the local authority file
  - b. Automatically provide real-time access to national authority files if record is not found locally
- 4. Automatically updates records globally with national authority control changes when necessary and then adds the new record to the local authority file
- 5. Provides cross reference and “see also” notes

## **M. Cataloging**

1. Does not interfere with the search process
2. Real-time update of catalog indexes as records are added, edited, or deleted
3. Automatically indexes keywords and phrases from the subject, author, title, summary, and notes fields of the MARC record
4. Allows authorized users to add, import, or modify MARC records either individually or in batches:
  - a. Provides spell check and copy and paste features for editing of MARC records
  - b. Provides embedded help for MARC fields
5. Allows media coordinators to import and save new MARC records from:
  - a. Z39.50 access to Library of Congress and/or other authoritative sources of bibliographic records for print, e-books, and audiovisuals
  - b. Vendors—allowing importing/exporting items and/or MARC records to and from vendors
6. Batch editing of item records by authorized users
7. Saved cataloged items are immediately available for circulation or searching
8. Provides a way to detect and consolidate duplicate MARC records
9. Provides an “on the fly” cataloging capability for media coordinators to use enabling rapid check-out of materials (Fast Add):
  - Automatic Cataloging or ability of system to seek out bibliographic matches of incomplete “Fast Add” records created by media coordinators on the fly using title, ISBN, location and collection
  - Merge incomplete record with the better record on a daily basis as part of normal Day End processes—fully automated
  - Provides ability to restart this process on an as needed basis to locate new matches for items that were not able to be matched/merged overnight
  - **Vendor should provide:**
    - Access to a database of at least 25 million MARC records to fully enable the “automatic” cataloging capability
    - MARC records should include Accelerated Reader™ (AR) information, Fountas and Pinell Text Gradient Levels™, Lexile® measures, and awards notes where available/applicable
10. Export of MARC or item records for the whole collection or to limit items exported by a specific location, format, call number range, creation date, or other criteria as needed by the local library must be supported
11. Templates to create original cataloging, providing field names that are easy to understand
12. Embedded cataloging rules for MARC 21 within the cataloging module
13. Cataloging feature enabling an item record to be duplicated
  - a. Appropriate location field automatically prefilled to preclude accidental editing
  - b. Provides a caution dialog when an otherwise authorized user attempts to edit an item record that does not belong to their location
14. Allows authorized users to delete MARC records either individually or in batches:
  - a. System automatically deletes all keywords, titles, key phrases, and words, associated with a discarded title
  - b. Maintains data on discarded items for statistical purposes and for collection development
15. Editor for 856 field available to enable easy creation of Universal Resource Locator (URL) based resources
16. Digital content; e.g., e-books or other resources with e-content need to have links available in an active 856 line in this format:
  - a. Subfield u to contain URL link
  - b. Subfield y to include click here message and mask URL
  - c. Subfield z to include source
17. Provides an automatic method to test URL links periodically and report on dead links discovered
18. Printing spine and bar code labels without additional software or cost and without complex printer setup requirements is supported
19. Cataloging system that provides for easy MARC records downloads

## **N. Circulation**

1. System provides check-in, check-out modules including a borrower self-check module
  - a. Renewal available from either
  - b. Item edit feature available to quickly resolve problems or add check-in or check-out notes, change due dates, change check-in dates, change bar codes, etc.
2. Ensures transactions are conducted in real time and a history is kept which includes date and time stamping
3. Allows authorized users to specify item(s) for which payment/credit is being taken
4. Allows authorized users to record a reason for waiving a fine
5. Calculates due dates, fines, and circulation status according to borrower type and item type established by local system administrator, customizable by school and allowing schools to opt out
6. Notifies when a lost or missing item is found
7. Notifies when a requested item is checked in
8. Notifies when a refund is due, but giving the refund is optional
9. Allows authorized user to take partial or full payment of fines owed and issue credit when due
10. Allows the local administrator to assign or define circulation parameters and loan policies including but not limited to:
  - a. Assign loan periods
  - b. Grace periods
  - c. Renewal options
  - d. Fine amounts for various borrower types and item types
  - e. Establish a calendar to indicate closed days during which fines will not be assessed and due dates will not be assigned
  - f. Number of requests
  - g. Overdues
  - h. Fines
  - i. Items out for various borrower types
  - j. Determine type of history kept and duration
  - k. Customizable by school
11. Provides in-house use as a check-in option providing statistical data
12. Authorized users can specify lost or damaged items and prices
13. Requests are available per location with the following functionality available to authorized users:
  - a. Make requests
  - b. Manage request queues
  - c. Cancel requests
  - d. Remove requests
14. Authorized users can review borrower records and payment history
15. Automatically presents blocks to alert authorized user of delinquent status
16. Printing of blocks and all items out for any borrower from the check-out screen including the borrower's name is supported
17. Provides for offline circulation in the event of a power/system failure
18. Displays price of item and call number in both check-in and check-out screens
19. Provides a student self-check module allowing students the opportunity to check themselves in and out without the use of a mouse
20. Allows renewals and requests both in school and from remote access
21. Fees for damaged materials or fees for services can be assessed from the check-out screen and should print as a notice for the borrower

22. Provides export of borrower records to enable full use of e-book features
23. Staff searching and bookmarking of records from the circulation module are available at any point in a transaction
24. Staff is permitted to loan items to other schools to support limited interlibrary loan within the district
25. Student assistants can circulate materials without having access to monetary features, private student information, or cataloging functions
26. Allows authorized overrides by a supervisor when a user has less permission
27. Staff searching functions should include multiple indexes including but not limited to: keyword, title, author, publisher, subject heading, Lexile® measure, LCCN, ISBN, ISSN, call number, control number, Boolean searching using multiple indexes, and bar code searches for library materials
28. Provides an option for using wildcard character(s) for substitution of characters at the beginning, middle, or end of search criteria
29. System provides compound search tools to allow for multiple ways to look at the borrower and item databases including:
  - a. System provides an item group editor tool to allow for batch changes to item records without going to cataloging module
  - b. Multiple indexes including but not limited to collection, source, publisher, location, creation date, due date, date last updated, status, etc.
  - c. Supports sorting search results in ascending or descending order
  - d. Supports adding additional information to results list
  - e. System allows search results to be sorted by user by title, author, call number, or any other criteria displayed
  - f. Bibliographies may be created that are specific to the school or that include all of any given item(s) throughout the district
  - g. Allows exporting and printing bibliographies and lists of any type
  - h. Notices and lists are able to be printed or sent via e-mail
30. Statistical data can be collected/sorted by collection, borrower type, general categories of fiction, nonfiction, by Dewey, by language etc.

**O. OPAC Graphical Interface with Web 2.0 Capabilities**

1. Must include a “portal” to the library catalog and other services for EACH school:
  - a. Portal must be custom designed by the vendor based on the specifications of the institution
  - b. Must not require Front Page or any other Web authoring tool to develop or maintain content and links
  - c. Must include built in HTML/XML tools that do not require staff knowledge of hyper text or extensible markup language
  - d. Editing the portal without HTML/XML knowledge or tool(s) must be possible
  - e. Color schemes should be able to be edited quickly and easily by school level personnel
2. Portal must be customized to provide tabs and links as required by the district:
  - a. School homepage
  - b. District homepage
  - c. NC WiseOwl provided by the state and grade level specific
  - d. Media coordinator’s home page
  - e. Link to alternate interfaces:
    - Spanish language
    - Standard from Kid version
    - Kid version from standard

3. Basic search functions should be easy and intuitive:
  - a. Spelling help and suggestions via predictive searching after the first three letters have been typed
  - b. Predictive searching must return frequently requested titles
  - c. Option for using wildcard character(s) for substitution of characters at the beginning, middle, or end of search criteria
  - d. Multiple search strategies should be available including but not limited to:
    - Keyword
    - Title
    - Author
    - Subject
    - Reading level or Lexile® measure
    - Browse searches
    - Boolean searching
    - ISBN
    - Publisher
    - Series search should operate like:
      - Presented in chronological order
      - Members of the series linked for easy location of the next title
4. “Social” software; e.g., ability to review, rate, add to wish lists, collaborate, and make recommendations: would provide 21st Century skill building opportunities (similar to Library Thing and Good Reads):
  - a. Notification of reviews would automatically to media coordinator for approval
  - b. Student reviews would automatically disappear at a set time or after a preset number of reviews is reached
5. Initial search results should be limited to items owned by the school:
  - a. Ability to see items across the district appears as an option
  - b. Should be returned in appropriate order for search, alphabetical order should be default for most searches, but call number browse would be numeric, etc.
  - c. Results can be sorted by user by title, author, call number, or copyright date
6. Creating lists and exporting bibliographies in MLA format
7. Request functionality for each location:
  - a. Requests are allowed only for items owned by the school
  - b. Borrowers need the ability to monitor their own accounts including requests
  - c. Requests must cancel prior to the end of the school year automatically
8. Enriched content:
  - a. Book jackets
  - b. Summaries
  - c. Professional reviews
9. Book jacket thumbnails should be returned for search suggested items and frequently requested items
10. Federated search capability must be fully supported by the vendor and require no input, programming, or staff interaction with the system for the purpose of setup or maintenance/connections/authentication to databases:
  - a. Must return all pertinent results from multiple sources in a single search
  - b. Should include the ability to integrate digital content such as historic photos, newspapers, maps, and other digital content from a content repository such as NC WiseOwl
  - c. Must include RSS of library-defined news feeds and Web sites
  - d. Search results of subscription databases must include persistent links



- e. Allows search results from all sources to come with the same font and theme of the overall search page
11. OPAC must be touch screen and tablet friendly so that users can access OPAC from their own smart devices:
    - a. OPAC must scale automatically to adjust for the resolution of varying devices
    - b. Buttons should be sized appropriately for the device on which they appear
    - c. Must provide an optional MARC display in addition to the narrative display
  12. Lists of award winning titles must be available for both the standard OPAC and the kid-friendly version
    - a. Lists and associated MARC records must be updated by the vendor as a normal part of maintenance
    - b. Required lists include:
      - Newbery award
      - Caldecott award
      - Coretta Scott King award
      - Pura Belpré award
      - Robert F. Sibert award
      - Mildred L. Batchelder award
      - Alex winners and Michael Printz award (for secondary OPACs only)
      - NC Children’s Book Award
  13. Allows authorized users to:
    - a. Create and display topical searches and link them to icons to make searching easier
    - b. Modify topical searches
    - c. Delete topical searches
    - d. Disable book lists for special topics, projects, reading lists, etc.
  14. Provides a login process enabling borrowers to:
    - a. Request items
    - b. Renew items
    - c. Create bibliographies
    - d. Review account
    - e. Rate titles
    - f. Review titles
    - g. Collaborate
  15. Include a completely separate online public access catalog OPAC that allows for both simplified icon-based searching and by typing with search results that are also simplified for the youngest students:
    - a. Font size should be enlarged and wording should be simplified
    - b. Larger cover images
  16. Collects statistical data saved for at least five years
  17. Provides reports on statistical data

**P. Reports**

1. Describe reporting functionality of system. How long has it been used? Is it based on a business intelligence product? Is it easy to use?
2. Customizable reporting that can be edited, modified, sorted, and filtered a available in PDF, HTML, and XML formats
3. Can be pushed down to school level or pushed up to district level
4. May be exported into Excel format
5. Comparison style reports that show improvement or lack thereof, particularly work well as graphs

6. Customizable reporting on both the school level and a district level basis and the ability to print or export the report from the system
7. Reports must be able to be filtered and have the ability to drill down to specific data
8. Many types of reports are required to run a library program—see partial list:
  - a. Acquisitions
  - b. Age of collections with Dewey breakdown available to both hundreds and tens level and with results that show a year
  - c. Aged Items list
  - d. Borrower lists
  - e. Circulation by borrower type
  - f. Circulation by classification including but not limited to:
    - Fiction
    - Nonfiction
    - Languages
    - Collection
    - Dewey class
  - g. Circulation comparisons
  - h. Deletions—report by category and in list
  - i. Books that have failed to circulate in X number of years.
  - j. Inventory reports—Exception and Missing reports
  - k. Lost—list
  - l. Missing—list
  - m. Notices—Lost, Overdues, and Fees both in a single report and able to be pulled separately
  - n. Popular Titles—list
  - o. Shelf Lists in shelf list order and also available in order by copyright or by Usage

**Q. Inventory Management**

1. Ability to run either full or partial inventory to identify materials which have become missing
2. Use of efficient handheld devices to scan bar codes
3. Exceptions need to be identified to correct cataloging and shelving errors
4. Reports associated with inventory should be quickly available and easy to interpret
5. Inventory scanning should be able to run while circulation continues
6. Items scanned in inventory mode should not be counted as missing just because they were in the wrong collection
7. Check-in module and inventory module should be able to coordinate the status of the item
8. System must allow multiple inventories to run at the same time to facilitate timely completion at all locations

**R. Support**

1. Computer and/or telephone help desk 24/7 support
2. Ability to create and track a trouble ticket
3. Vendor must have an escalation system in place to resolve difficult problems
4. Vendor must act as system administrator providing all database management system services (DBMS):
  - a. Maintaining backups
  - b. Running day end processes
  - c. Ensuring borrower import function runs daily to maintain total integrity in the borrower database
  - d. Upgrades regularly at no additional cost

5. Software maintenance and upgrades are available for times outside normal business hours including weekends and school holidays
6. Customer care website is available
7. User groups are available and encouraged
8. System includes one year of technical support and software maintenance

**S. Training**

1. Vendor provides instructors and instructional materials for effective instruction and onsite training for central office staff and a train-the-trainer model
2. Manuals to provide reference support
3. Embedded help that provides information on the function being used
4. Online tutorials:
  - a. Enabling staff to work at their own pace must be easily available to all authorized users
  - b. Must provide step-by-step instructions on how to perform each task
5. Ongoing training opportunities available

**Section 7**  
**Specification Matrix**  
**Submittal #2**

**Centralized Library Automation System Specification Matrix**

The following section details the functional specifications desired for a Centralized library automation system. They capture the intended functionality of the service.

The following lists functional specifications of the intended system as they have been discovered throughout the requirements elicitation process. Evolutionary revisions to these requirements are foreseen and expected.

Additionally, the priority of the needed specifications will be listed. The specifications will be ranked based on priority: **1) M – Mandatory 2) O – Optional.**

Please respond with a check mark in the applicable column. A blank response to any ‘required’ criteria may cause the proposal to be disqualified and removed from further consideration.

**Detailed Specifications**

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
<b>1.0</b>	<b>VENDOR EXPERIENCE</b>						
1.1	Union Catalog with 200 locations	M					
1.2	Conversion/Migration of 25+ million bibliographic records	M					
1.3	Vendor as primary administrator:	M					
1.4	Regular backups	M					
1.5	Maintenance	M					
1.6	Updates	M					
1.7	Upgrades	M					
1.8	Running day-end processes	M					
1.9	Verifying indexing functions work	M					
1.10	Verifying borrower import runs daily maintains borrower database integrity	O					
1.11	Upcoming changes:						
1.12	<i>PowerSchool</i> student registration system	M					
1.13	Move from operating system <i>WindowsXP</i> to <i>Win7or Win8</i>	M					
1.14	Proposed Web-based, hosted system has been fully functioning in comparably sized district for three years	M					
1.15	Vendor can articulate proposed changes	M					
<b>2.0</b>	<b>GENERAL FUNCTIONS REQUIREMENTS</b>						

	<b>M/O – Mandatory/Optional BP – Basic Package SC – Support Customization UC – Unsupported Customization NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	<b>Mandatory/ Optional</b>	<b>Basic Package</b>	<b>Supported Customization</b>	<b>Unsupported Customization</b>	<b>Not Available</b>	<b>COMMENTS</b>
2.1	School-level circulation system:	M					
2.2	Offline functionality with handheld device or scanner	O					
2.3	Statistical data available for up to five years on all resources	M					
2.4	Cataloging module:						
2.5	School and central office cataloging with MARC records	M					
2.6	Authority data	M					
2.7	Holdings data	M					
2.8	Inventory module	M					
2.9	Integrated access to a K12 MARC record database	O					
2.10	Reporting system	M					
2.11	Customizable user access levels, logins, and passwords	M					
2.12	Custom program designed to import student records from student information program	M					
2.13	Online Public Access Catalog (OPAC) provides seamless access to all resources	M					
2.14	Federated search	O					
2.15	Faceted searching	M					
2.16	Relevant results	M					
2.17	Statistical data	M					
2.18	Simultaneous OPAC searches	M					
2.19	Searching will be tempered with Stop Words list to allow dropping:	M					
2.20	Initial articles: A, An, and The	M					
2.21	Initial articles for French, German, Spanish	M					
2.22	Words that double as Boolean operators AND, OR, NOT	M					
2.23	Exceptions list for difficult title searching will be included; e.g., <i>Bud, Not Buddy</i>	M					
<b>3.0</b>	<b>COSTS</b>						
3.1	Cost for proposal NOT included in price	M					
3.2	Itemized quote:						
3.3	Installation, application configuration, and database loading	M					
3.4	Database conversion, migration, and enhancements	M					
3.5	Ongoing technical support and software maintenance	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
3.6	Project management service	M					
3.7	List of modules	M					
3.8	List of third party vendors	M					
3.9	Training manuals and online help	M					
3.10	Yearly maintenance	M					
3.11	Bar code scanners to support the system	M					
3.12	Handheld devices for remote functions or off-line use	O					
3.13	Optional software; e.g. Spanish language interface, SQL Query Analyzer, etc.	M					
3.14	New locations	M					
3.15	Authority control processing	M					
3.16	Training of central office staff and Train-the-Trainer models	M					
3.17	Reports	M					
3.18	Payment schedule						
3.19	Date for maintenance fee	M					
3.20	Initial fee impact the maintenance fee annually	M					
3.21	Projected Changes:						
3.22	Adding school location(s)	M					
3.23	Resource Description and Access (RDA)	O					
3.24	Upgrade at no additional charges	M					
<b>4.0</b>	<b>TECHNICAL NEEDS</b>						
4.1	Has relational database management system, such as SQL2008	M					
4.2	Has standard web browser interface-- no client software	M					
4.3	Create, supply, and maintain Applications Programming Interfaces for:						
4.4	Student authentication	M					
4.5	Student information system integration	M					
4.6	Google analytics	M					
4.7	SIP/NIP (Interoperability protocols)	M					
4.8	LDAP integration	M					
4.9	Really Simple Syndication (RSS)	O					
4.10	Ad hoc reporting	M					
4.11	Digital content integration; e.g.,						
4.12	<i>EasyBib</i>	M					
4.13	ProQuest subscription services: e.g.,	M					
4.14	<i>CultureGrams</i>	M					
4.15	<i>SIRS products</i>	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
4.16	NC WiseOwl and related products	M					
<b>5.0</b>	<b>DATA CONVERSION, MIGRATION AND ENHANCEMENTS</b>						
5.1	Clean up of 25+ million records	M					
5.2	Merge duplicate MARC records	M					
5.3	Other bibliographic enhancements						
5.4	Accelerated Reader™	M					
5.5	Lexile® measures	M					
5.6	Fountas & Pinnell Text Gradient Levels™	M					
5.7	Notes for literacy and artistic awards	O					
<b>6.0</b>	<b>BORROWER DATABASE FEATURES</b>						
6.1	Daily, scheduled, automatic import of borrower records from student information system:	M					
6.2	Imports pertinent data	M					
6.3	Eliminates updating home room codes	O					
6.4	Ensures blocks and history follow transferring students	M					
6.5	Printing:	M					
6.6	Specific student data (name, home room, student ID) in a label format including the student ID in a bar code format	M					
6.7	Requested borrower data in a list	M					
6.8	Borrower bar codes:	M					
6.9	14-digit Codabar library bar code format	M					
6.10	Student ID in a Codabar format	M					
6.11	Changes to borrower records either individually or in batches:	M					
6.12	Add, delete, modify	M					
6.13	Borrower data to be exported in a delimited format	M					
6.14	Spelling help for name searches	O					
6.15	Borrower group editor tool for individual or batch changes to borrower records	M					
<b>7.0</b>	<b>AUTHORITY CONTROL</b>						
7.1	Matching subject headings, author entry, and uniform titles in database against national authority files	M					
7.2	Must offer both an automatic and manual mode for scheduled updates	M					
7.3	Provides real-time access to national	M					

	<b>M/O – Mandatory/Optional BP – Basic Package SC – Support Customization UC – Unsupported Customization NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	<b>Mandatory/Optional</b>	<b>Basic Package</b>	<b>Supported Customization</b>	<b>Unsupported Customization</b>	<b>Not Available</b>	<b>COMMENTS</b>
	authority control and automatically updates when necessary:						
7.4	Authority control verification based on the local authority file for saved records	M					
7.5	Real-time access to national authority files if record is not found locally	M					
<b>8.0</b>	<b>CATALOGING</b>						
8.1	Cataloging does not interfere with searching process	M					
8.2	Real-time update of catalog indexes as records are added, edited, or deleted	M					
8.3	Indexes keywords and phrases from the subject, author, title, summary, and notes fields of the MARC record	M					
8.4	Authorized users work with MARC records either individually or in batches:	M					
8.5	Add, import, modify	M					
8.6	Spell check, copy and paste features for editing of MARC	M					
8.7	Embedded help for MARC fields	M					
8.8	Import and save new MARC records from:	M					
8.9	Z39.50 access to Library of Congress and/or other authoritative sources of bibliographic records for print, e-books, and audiovisual	M					
8.10	Vendors—allowing importing/exporting MARC records to and from vendors	M					
8.11	Batch editing of item records	M					
8.12	Saved cataloged items are immediately available	M					
8.13	Detect and consolidate duplicate MARC records	M					
8.14	On the fly cataloging capability enabling rapid check-out of materials (Fast Add):	M					
8.15	Merge incomplete record with the better record on a daily basis as part of normal day- end processes—fully automated	M					
8.16	Restart process on an as needed basis to locate new matches for items that were not able to be matched/merged overnight	M					
8.17	Vendor provides:						
8.18	Access to a database of at least 25 million MARC records to fully enable “automatic” cataloging capability	M					
8.19	MARC records include Accelerated Reader™ (AR) information, Fountas and Pinell Text Gradient Levels™, Lexile® measures, and awards notes	M					



	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
8.20	Export of MARC or item records for the whole collection or to limit items exported by a specific location, format, call number range, creation date, or other criteria as needed by the local library	M					
8.21	Templates to create original cataloging, providing easy to understand field names	M					
8.22	Cataloging feature enabling an item record to be duplicated	M					
8.23	Appropriate location field automatically prefilled to preclude accidents	M					
8.24	Caution dialog when an otherwise authorized user attempts to edit an item record that does not belong to them	M					
8.25	Deletion of MARC records either individually or in batches:	M					
8.26	Automatically deletes all keywords, titles, key phrases, and words, associated with a discarded title	M					
8.27	Maintains data on discarded items for statistical purposes and for collection development	M					
8.28	Editor for 856 field available to enable easy creation of Universal Resource Locator (URL) based resources	M					
8.29	Digital content; e.g., e-books or other e-content resources have links available in an active 856 line in this format:	M					
8.30	Subfield u contains URL link	M					
8.31	Subfield y includes click here message and mask URL	M					
8.32	Subfield z includes source	M					
8.33	Automatically tests URL links periodically and report on dead links discovered	O					
8.34	Printing spine and bar code labels without additional software or cost and without complex printer setup requirements	M					
<b>9.0</b>	<b>CIRCULATION</b>						
9.1	Check-in, check-out modules including a borrower self-check module	M					
9.2	Renewal available from either module	M					
9.3	Item edit feature to quickly resolve problems, add check-in/check-out notes, change due dates, change check-in dates, change bar codes, etc.	M					
9.4	Ensures transactions are conducted in real time and a history is kept which includes date and time stamping	M					
9.5	Calculates due dates, fines, and circulation status according to borrower	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
	type and item type established by local system administrator, customizable by school and allowing schools to opt out						
9.6	Specifies item(s) for which payment/credit is being taken	M					
9.7	Records a reason for waiving a fine	M					
9.8	Notifies when a lost or missing item is found	M					
9.9	Notifies when a requested item is checked in	M					
9.10	Notifies when a refund is due, but giving the refund is optional	M					
9.11	Notifies when an item should be put in transit to another location	M					
9.12	Partial or full payment of fines owed and issue credit when due	M					
9.13	Assign or define circulation parameters and loan policies including but not limited to:						
9.14	Loan periods	M					
9.15	Grace periods	M					
9.16	Renewal options	M					
9.17	Fine amounts for various borrower types and item types	M					
9.18	Calendar to indicate closed days during which fines will not be assessed and due dates will not be assigned	M					
9.19	Number of requests	M					
9.20	Over dues	M					
9.21	Items out for various borrower types	M					
9.22	History kept and duration	M					
9.23	Customizable by school	M					
9.24	In-house use as a check-in option providing statistical data	M					
9.25	Specify lost or damaged items and prices	M					
9.26	Requests available per location with the following functionality:	M					
9.27	Make requests	M					
9.28	Manage request queues	M					
9.29	Cancel manually and/or automatically	M					
9.30	Remove requests	M					
9.31	Review borrower records and payment history	M					
9.32	Automatically presents blocks to alert authorized user of delinquent status	M					
9.33	Printing of blocks and all items out for any	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
	borrower from the check-out screen including the borrower's name is supported						
9.34	Offline circulation in the event of a power/system failure	M					
9.35	Displays price of item and call number in both check-in and check-out screens	M					
9.36	Student self-check module without the use of a mouse	M					
9.37	Renewals and requests both in school and from remote access	M					
9.38	Fees for damaged materials or fees for services accessible from the check-out screen and can print as a notice for the borrower	M					
9.39	Export of borrower records	M					
9.40	Staff searching and bookmarking of records from the circulation module available at any point in a transaction	M					
9.41	Limited interlibrary loan optional within the district	M					
9.42	Student assistants can circulate materials without having access to monetary features, private student information, or cataloging functions	M					
9.43	Authorized overrides by a supervisor when a user has less permission	M					
9.44	Staff searching function includes multiple indexes including, but not limited to:	M					
9.45	Keyword	M					
9.46	Title	M					
9.47	Author	M					
9.48	Publisher	M					
9.49	Subject heading	M					
9.50	Accelerated Reader™ level	M					
9.51	Lexile® measure	M					
9.52	LCCN, ISBN, ISSN	M					
9.53	Call number	M					
9.54	Control number	M					
9.55	Bar code number	M					
9.56	Boolean searching using multiple indexes	M					
9.57	Browse searching	M					
9.58	Wildcard character(s) for substitution of characters at the beginning, middle, or end of search criteria	M					
9.59	Compound search tools offer multiple	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
	ways to review item database						
9.60	Item group editor tool to allow for batch changes to item records without going to cataloging module	M					
9.61	Multiple indexes including but not limited to collection, source, publisher, location, creation date, due date, date last updated, status, etc.	M					
9.62	Sorts search results in ascending or descending order	M					
9.63	Adding additional information to results list	M					
9.64	Search results to be sorted by user by title, author, call number, or any other criteria displayed	M					
9.65	Bibliographies may be created that are specific to the school or that include all of any given item(s) throughout the district	M					
9.66	Exporting and printing bibliographies and lists of any type	M					
9.67	Notices and lists are able to be printed or sent via e-mail	M					
9.68	Statistical data can be collected/sorted by collection, borrower type, general categories of fiction, nonfiction, by Dewey, by language, etc.	M					
<b>10.0</b>	<b>OPAC GRAPHICAL INTERFACE WITH WEB 2.0 CAPABILITIES</b>						
10.1	Portal to the library catalog and other services for EACH school:	M					
10.2	Custom designed by vendor based on the specifications of the institution	M					
10.3	Must not require Front Page or other Web authoring tool to develop or maintain content and links	M					
10.4	Must include built in HTML/XML tools that do not require staff knowledge of hyper text or extensible markup language	M					
10.5	Color schemes edited quickly and easily by school-level personnel	M					
10.6	Customized to provide tabs and links as required by the district:	M					
10.7	School homepage	M					
10.8	District homepage	M					
10.9	NC WiseOwl provided by the state and grade level specific	M					
10.10	Media coordinator's home page	M					
10.11	Links to alternate interfaces; e.g.,	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
	Spanish language, kid-friendly version						
10.12	Basic search functions easy and intuitive:	M					
10.13	Spelling help and suggestions via predictive searching after first three letters have been typed	M					
10.14	Predictive searching returns frequently requested titles	M					
10.15	Wildcard character(s) for substitution of characters at beginning, middle, or end of search criteria	M					
10.16	Multiple search strategies should be available including but not limited to:	M					
10.17	Keyword	M					
10.18	Title	M					
10.19	Author	M					
10.20	Subject	M					
10.21	Reading level or Lexile® measure	M					
10.22	Browse searches	M					
10.23	Boolean searching	M					
10.24	ISBN	M					
10.25	Publisher	M					
10.26	Series search:	M					
10.27	Presented in chronological order	M					
10.28	Members of the series linked for easy location of the next title	M					
10.29	21 <sup>st</sup> -Century skill building opportunities (similar to <i>LibraryThing</i> and <i>Goodreads</i> ):						
10.30	Review	M					
10.31	Reviews automatically go to media coordinator for approval	M					
10.32	Student reviews automatically disappear at a set time or after a preset number of reviews is reached	M					
10.33	Rate	M					
10.34	Add to wish lists	M					
10.35	Collaborate	M					
10.36	Initial search results limited to items owned by the school:	M					
10.37	Optional ability to see items across the district	M					
10.38	Results returned in appropriate order for search, alphabetical order should be default, but call number browse would be numeric, etc.	M					
10.39	Results can be sorted by user by title,	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
	author, call number, or copyright date						
10.40	Create lists and export bibliographies in MLA format	M					
10.41	Optional MARC display in addition to the narrative display	M					
10.42	Request functionality for each location:	M					
10.43	Allowed only for items owned by the school	M					
10.44	Students monitor their own accounts including requests	M					
10.45	Automatically cancel prior to the end of the school year	M					
10.46	Enriched content:						
10.47	Book jackets	M					
10.48	Thumbnails returned for search suggested items and frequently requested items	O					
10.49	Summaries	M					
10.50	Professional reviews	M					
10.51	Federated search capability fully supported and require no input, programming, or staff interaction with the system for the purpose of setup or maintenance/connections/authentication to databases:	M					
10.52	Returns pertinent results from multiple sources in a single search	M					
10.53	Integrates digital content such as historic photos, newspapers, maps, and other digital content from a content repository such as <i>NC WiseOwl</i>	M					
10.54	RSS of library-defined news feeds and Web sites	O					
10.55	Search results of subscription databases must include persistent links	M					
10.56	Results from all sources have the same font and theme of the search page	M					
10.57	Touch screen and tablet friendly so users can access from smart devices:	M					
10.58	Scales automatically to adjust for the resolution of varying devices	M					
10.59	Buttons should be sized appropriately for the device on which they appear	M					
10.60	Lists of award winning titles must be available for both the standard OPAC and kid-friendly version	M					
10.61	Lists and associated MARC records must be updated by vendor as a normal part of maintenance	M					

	<b>M/O – Mandatory/Optional BP – Basic Package SC – Support Customization UC – Unsupported Customization NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	<b>Mandatory/ Optional</b>	<b>Basic Package</b>	<b>Supported Customization</b>	<b>Unsupported Customization</b>	<b>Not Available</b>	<b>COMMENTS</b>
10.62	Required lists:						
10.63	Newbery	M					
10.64	Caldecott	M					
10.65	Coretta Scott King	M					
10.66	Mildred L. Batchelder	M					
10.67	Robert F. Sibert	M					
10.68	Pura Belpré	M					
10.69	Alex winners and Michael Printz	O					
10.70	NC Childrens' Book Award	M					
10.71	Authorized users may:						
10.72	Create and display topical searches and link to icons	M					
10.73	Modify topical searches	M					
10.74	Delete topical searches	M					
10.75	Disable book lists for special topics, projects, reading lists, etc.	M					
10.76	Login process enabling borrowers to:						
10.77	Request items	M					
10.78	Renew items	M					
10.79	Create bibliographies	M					
10.80	Review account	M					
10.81	Rate titles	M					
10.82	Review titles	M					
10.83	Collaborate	M					
10.84	Include a completely separate interface for younger students:	M					
10.85	Icon-based searching	M					
10.86	Typing with search results simplified	M					
10.87	Simplified spelling help and suggestions	M					
10.88	Font size should be enlarged and wording simplified	M					
10.89	Larger cover images	M					
10.90	Collects statistical data saved for at least five years	M					
10.91	Provides reports on statistical data	M					

<b>11.0</b>	<b>REPORTS</b>						
11.1	Describe reporting functionality of system						
11.2	History	M					
11.3	Based on a business intelligence product	M					
11.4	Easy to use	M					

	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
11.5	Creates additional reports at no additional cost	M					
11.6	Customizable reporting that can be:						
11.7	Edited, modified, sorted	M					
11.8	Filtered to drill down to specifics	M					
11.9	Available in the following formats:						
11.10	Delimited for export into <i>Excel</i>	M					
11.11	PDF, HTML, XML	M					
11.12	Can be pushed down to schools or pushed up to district	M					
11.13	Partial list:						
11.14	Acquisitions	M					
11.15	Age of collections with Dewey breakdown available to both hundreds and tens level and with results that show a year	M					
11.16	Aged Items list	M					
11.17	Borrower list	M					
11.18	Circulation by borrower type	M					
11.19	Circulation by classification including but not limited to:	M					
11.20	Fiction	M					
11.21	Nonfiction	M					
11.22	Languages	M					
11.23	Collection	M					
11.24	Dewey class	M					
11.25	Circulation comparisons	M					
11.26	Deletions—report by category and in list	M					
11.27	Books that have failed to circulate in X number of years	M					
11.28	Inventory reports—Exception and Missing inventory reports	M					
11.29	Lost	M					
11.30	Missing resolved	M					
11.31	Notices available both in a single report in alphabetical order for the entire school or sorted by homerooms and/or individually:	M					
11.32	Fees, lost, and over dues in single report	M					
11.33	Shelf lists in shelf list order and sort able by copyright, title, or usage	M					
11.34	Popular titles	M					
<b>12.0</b>	<b>INVENTORY MANAGEMENT</b>						
12.1	Either full or partial inventory to identify missing materials	M					



	<b>M/O – Mandatory/Optional</b> <b>BP – Basic Package</b> <b>SC – Support Customization</b> <b>UC – Unsupported Customization</b> <b>NA – Not available</b> <ul style="list-style-type: none"> <li>Place a check mark <input checked="" type="checkbox"/> in the applicable column</li> </ul>	Mandatory/ Optional	Basic Package	Supported Customization	Unsupported Customization	Not Available	COMMENTS
12.2	Use of efficient handheld devices to scan bar codes	M					
12.3	Exceptions need to be identified to correct cataloging and shelving errors	M					
12.4	Related reports quickly available and easy to interpret	M					
12.5	Inventory scanning able to run while circulation continues	M					
12.6	Items scanned in inventory mode not counted as missing due to miss shelving	M					
12.7	Check-in module and inventory module able to coordinate the status of the item	M					
12.8	System must allow multiple inventories to run simultaneously	M					
<b>13.0</b>	<b>SUPPORT</b>						
13.1	Computer and/or telephone help desk 24/7 support	M					
13.2	Ability to create and track a trouble ticket	M					
13.3	Escalation system in place to resolve difficult problems	M					
13.4	Software maintenance and upgrades available outside normal business hours	M					
13.5	Customer care Website	M					
13.6	User groups available and encouraged	M					
13.7	Includes one year of technical support and software maintenance at no additional cost	M					
<b>14.0</b>	<b>TRAINING</b>						
14.1	Instructors and instructional materials for effective instruction and onsite training for central office staff in train-the-trainer model	M					
14.2	Manuals for reference	M					
14.3	Embedded help providing information on the function being used	M					
14.4	Online tutorials:	M					
14.5	Enables staff to work at their own pace must be easily available	M					
14.6	Step-by-step instructions on how to perform each task	M					
14.7	Ongoing training available	M					

**Section 8**  
**REFERENCES**  
**Submittal #3**

---

**REFERENCES:** All bidders shall be acknowledged industry leaders for the school market offering different futures for library users. Are you an acknowledged school market leader offering a library management solution which provides ongoing support in this bid? \_\_\_\_\_ (Yes/No)

List below 5 references where your company has supplied equipment/services similar to that proposed: The Charlotte-Mecklenburg Board of Education may contact these users to determine quality level of the offered equipment. Such information may be considered in the evaluation of the bid. Please include current phone numbers for the names listed in your references. Any reference that cannot be reached after 2 attempts will be removed from consideration.

SITE	DATE OF DELIVERY	CONTACT PERSON	TELEPHONE #
------	------------------	----------------	-------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

## Section 9

### Summary of Cost

#### Submittal # 4

---

1. For all services and equipment offered provide:
  - All costs for a fully implemented turnkey Centralized Automated Library Hosted Solution based on the mandatory (M) items listed in the RFP Specification Matrix. (Do not include optional cost)
  - All optional features and their associated costs (list on a separate sheet)
  - All database conversion and enhancement costs
  - All service and/or repair costs
  - All training cost and training options.
  - Provide complete cost for adding a location
  - All taxes, fees and insurance costs
  - Provide maintenance cost for year 2 and 3
2. List Handheld device costs including all necessary accessories.
3. List Bar Code scanners and all associated cost..

**> End of items in this section.**

**Section 10  
Execution of Proposal  
Submittal # 5**

**EXECUTION OF PROPOSAL**

**1. Agreement**

By signing this proposal, the Offeror agrees to the following items. Initial each line item below for acceptance.

#	Item	Initial Below
1	This proposal is signed by an authorized representative of the firm.	
2	Offeror has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.	
3	The Offeror understands the scope and requirements of this RFP and has included all labor costs, direct and indirect, in the proposed cost.	
4	The cost and availability of all equipment, materials, and supplies, if needed, associated with performing the services described herein have been determined and included in the proposed cost.	
5	It can obtain insurance certificates as required within 10 calendar days	
6	Offeror will be responsible for all warranty issues related to goods and services provided during the factory warranty period if applicable.	

**2. Authorization**

In compliance with this RFP, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the goods or services as stated in this RFP.

#	Item	Provide Information
1	Company Name	
2	Address	
3	City, State, Zip	
4	Telephone Number	
5	Fax Number	
6	E-mail Address	
7	Federal Identification Number	
8	E-Rate SPIN Number	
9	FCC Registration Number	

BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)

\_\_\_\_\_ COMPANY \_\_\_\_\_  
(Typed or printed name)

=====

ACCEPTANCE OF PROPOSAL

**(Charlotte-Mecklenburg Board of Education)**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND INCLUDED IN THE BID PROPOSAL.**  
Unsigned proposals will not be considered.

**Section 11  
Addenda Receipt  
Submittal #6**

---

**ADDENDA RECEIPT  
RFP #163-1356  
Charlotte-Mecklenburg BOE  
Centralized Library Automation System**

ADDENDUM #:

DATE:

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

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

I certify that this Proposal complies with the General and Specific Specifications and Conditions issued by the CMBE including all addenda issued under RFP 163-1356

**It is the offeror's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.**

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Name

## Section 12

### FINAL CHECKLIST

---

1. Proposal information should be for submitted to:

**Procurement Services Department**  
 Charlotte-Mecklenburg Board of Education  
 Attn – Gifford Cordova  
 Senior Purchasing Agent  
 Oakhurst Admin Facility  
 4511 Monroe Road  
 Room 219A  
 Charlotte, NC 28205  
 980 -343 – 6615  
[g.cordova@cms.k12.nc.us](mailto:g.cordova@cms.k12.nc.us)

2. Proposals should be submitted **no later than 3:00 pm, January 21, 2014.**

3. The proposal package should be labeled as follows:

**RFP # 163-1356**  
**Proposal for: Centralized Library Automation System Hosted Solution**

**Opening Date: January 21, 2014**  
**3:00 PM**

4. Each applicant must submit **2 complete printed** copies and **1 electronic copy** of the bid proposal:
- One (1) copy marked *Original*.
  - One (1) copy marked *Copy*.
  - One (1) copy (Microsoft Word format) on a CD, **labeled with the Company Name, RFP #, RFP Description, and Date of RFP.**
5. Each bid proposal must include the following completed proposal submittals:

<b>Proposal Submittal #</b>	<b>Item Description</b>
1	Proposal Requirements – pages 10 – 19
2	Specification Matrix – pages 20 – 33
3	References – page 34
4	Summary of Cost – 35
5	Execution of Proposal – page 36
6	Copy of Addenda (if applicable) – page 37
7	MWSBE Utilization Form – page 40

## **Minority, Women, Small Business Enterprise Information**

Charlotte-Mecklenburg Board of Education (CMBE) promotes full and equal access to business opportunities with Charlotte-Mecklenburg Schools (CMS). Minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors shall have a fair and reasonable opportunity to participate in CMS business opportunities.

Prime suppliers (i.e., those who deal directly with CMS) should support Charlotte-Mecklenburg School's M/W/SBE Program by making an effort to engage minority, women, and/or small businesses as subcontractors for goods and services for CMS to the extent available. Prime supplier's spending with M/W/SBE subcontractors constitutes Second Tier supplier diversity spending by CMS and the results of Second Tier spending is tracked within our program.

Each bidder or respondent to the solicitation shall submit with their bid the M/W/SBE Utilization Form. A listing of M/W/SBE firms and the CMS M/W/SBE guidelines may be obtained by contacting the M/W/SBE Administrator at 980-343-8638.

**Failure to complete and submit the M/W/SBE Utilization Form may render bid or proposal response invalid**

**Section 13**  
**MWSBE Utilization Form**  
**Submittal #7**

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)**  
**Utilization Form**  
**For: Purchases of Goods and Services**

We, \_\_\_\_\_ do certify that on the \_\_\_\_\_  
 \_\_\_\_\_ (Bidder)  
 \_\_\_\_\_ (Bid Description)  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 (Bid Number) (Dollar Amount of Bid)

**This form must be completed regardless of the amount or lack of M/W/SBE participation attained.**

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority, women, or small business enterprises. M/W/SBEs will be employed as vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Address	*M/W/SBE Category	Work description	Dollar Value

\*M/W/SBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) Native American Indian (**N**), Female (**F**), Small (**S**), or Socially and Economically Disadvantaged (**D**)

The undersigned will enter into a formal agreement with Minority/Women/ Small Business Firms for work listed in this schedule conditional upon execution of a contract with the Charlotte-Mecklenburg Board of Education.  
Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



\_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_



## Section 14

### Request for Proposal Instructions

---

# REQUEST FOR PROPOSAL INSTRUCTIONS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **COMPETITIVE OFFER:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
3. **ORAL EXPLANATIONS:** The Charlotte-Mecklenburg Board of Education shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; The Charlotte Mecklenburg Board of Education will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60 day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the the Charlotte-Mecklenburg Board of Education, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of The Charlotte-Mecklenburg Board of Education, from contract award. Only discussions authorized by The Charlotte-Mecklenburg Board of Education are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of The Charlotte-Mecklenburg Board of Education when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to

remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina Law.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 The Charlotte-Mecklenburg Board of Education invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **DECLINE TO OFFER:** Any firm which receives a copy of the RFP but which declines to make an offer is requested to send a written "Decline to Offer" to the issuing office. Failure to respond as requested may subject the firm to removal from consideration on future requirements.
16. **PROTEST PROCEDURES:** When an offeror wants to protest a contract award pursuant to this solicitation, they must submit a written request to the Chief Finance Officer of The Charlotte-Mecklenburg Board of Education. This request must be received within (10) ten consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the Procurement Official listed on the first page of this document to obtain a verbal status of contract award. If the Chief Finance Officer can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 consecutive calendar days of the receipt of the protest letter. If not, The Chief Finance Officer will schedule a meeting with the protesting party to hear their complaint. This meeting will be held within 30 consecutive calendar days after receipt of the written protest. The Chief Finance Officer will respond to the protesting party in writing with a decision within 30 consecutive calendar days from the date of the protest meeting. All decisions of the Chief Finance Officer shall be the final administrative review.

## Section 15

### Standard terms and Conditions

---

## THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

### STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Order (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and The Charlotte-Mecklenburg Board of Education ("CMBE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and CMBE with respect to the purchase by CMBE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to CMBE shall control. This Order constitutes an offer by CMBE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice, or in any other communication from Seller to CMBE shall be deemed accepted by or binding on CMBE. CMBE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until CMBE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by CMBE are subject to correction.
2. **QUANTITIES:** Shipments must equal exact amounts ordered unless otherwise agreed in writing by CMBE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **PRICES:** If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give CMBE the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to CMBE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
4. **INVOICES:** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to CMBE's accounts payable department with a copy to the CMBE Project Coordinator.
5. **FREIGHT ON BOARD:** All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
6. **TAXES:** Applicable taxes shall be invoiced as a separate item.
7. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **DELAY IN SHIPMENT:** Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.
10. **RISK OF LOSS:** Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by CMBE or its nominee.
11. **REJECTION:** All Goods and Services shall be received subject to CMBE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at a reduced price. CMBE may require Seller to promptly replace or correct any rejected Goods or

Services and, if Seller fails to do so, CMBE may contract with a third party to replace such Goods and Services and charge Seller the additional cost.

12. **COMPLIANCE WITH ALL LAWS:** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. **REGISTERED SEX OFFENDERS:** Contractor acknowledges that CMBE Policy ADDA, "Registered Sex Offenders," prohibits anyone registered or required to register as a sex offender from being present on any CMBE Property for any reason, whether before, during or after school hours, or on or off of CMS property. Contractor expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from CMS Property by CMS and/or law enforcement officials and may also be subject to criminal prosecution. If Contractor, any of Contractor's employees, or any of Contractor's subcontractors or employees of subcontractors will have any direct interaction with students, then Contractor or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on CMS Property.
14. **WARRANTIES:** Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by CMBE of the Goods and Services and shall run to CMBE and any user of the Goods or Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, CMBE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
15. **INDEMNIFICATION:** Seller shall indemnify and hold harmless CMBE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless CMBE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of CMBE in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless CMBE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
16. **INSURANCE:** Unless such insurance requirements are waived or modified by CMBE or the Charlotte-Mecklenburg Department of Insurance and Risk Management ("DIRM"), Seller certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to CMBE and authorized to do business in the State of North Carolina: Automobile - Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Seller to CMBE and shall contain the provision that CMBE be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
17. **TERMINATION FOR CONVENIENCE:** In addition to all of the other rights which CMBE may have to cancel this Order, CMBE shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from CMBE to Seller. If the Contract is terminated by CMBE in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. CMBE will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.

18. **TERMINATION FOR DEFAULT:** CMBE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to CMBE law or equity, CMBE may procure upon such terms as CMBE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to CMBE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
19. **CONTRACT FUNDING:** It is understood and agreed between Seller and CMBE that CMBE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of CMBE for any payment may arise until funds are made available to CMBE's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. CMBE shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
20. **ACCOUNTING PROCEDURES:** Seller shall comply with any accounting and fiscal management procedures prescribed by CMBE to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
21. **IMPROPER PAYMENTS:** Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to CMBE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after CMBE notifies Seller in writing that a payment has been determined to be improper.
22. **CONTRACT TRANSFER:** Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of CMBE.
23. **CONTRACT PERSONNEL:** Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
24. **KEY PERSONNEL:** Seller shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller) assigned to the performance of the Contract without prior written approval from CMBE Project Coordinator (the individual at CMBE responsible for administering the Contract).
25. **CONTRACT MODIFICATIONS:** The Contract may be amended only by written amendment duly executed by both CMBE and Seller. However, minor modifications may be made by CMBE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to CMBE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Seller, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
26. **RELATIONSHIP OF PARTIES:** Seller is an independent contractor and not an employee of CMBE. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and CMBE. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.
27. **ADVERTISEMENT:** The Contract will not be used in connection with any advertising by Seller without prior written approval by CMBE.
28. **NONDISCRIMINATION:** During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
29. **CONFLICT OF INTEREST:** Seller represents and warrants that no member of CMBE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
30. **GRATUITIES TO CMBE:** The right of Seller to proceed may be terminated by written notice if CMBE determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of CMBE in violation of policies of CMBE.
31. **KICKBACKS TO SELLER:** Seller shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection

with a CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to CMBE in writing the possible violation.

32. **MONITORING AND EVALUATION:** Seller shall cooperate with CMBE, or with any other person or agency as directed by CMBE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit CMBE to evaluate all activities conducted under the Contract. CMBE has the right at its sole discretion to require that Seller remove any employee of Seller from CMBE property and from performing services under the Contract following provision of notice to Seller of the reasons for CMBE's dissatisfaction with the services of Seller's employee.
33. **FINANCIAL RESPONSIBILITY:** Seller is financially solvent and able to perform under the Contract. If requested by CMBE, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by CMBE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CMBE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
34. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. CMBE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
35. **INSPECTION AT SELLER'S SITE:** CMBE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for CMBE determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
36. **CONFIDENTIAL INFORMATION:** Student Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to employees of CMBE's personnel records, Seller agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Seller agrees that it will at all times hold in confidence for CMBE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by CMBE to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of CMBE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.
37. **INTELLECTUAL PROPERTY:** Seller agrees, at its own expense, to indemnify, defend and save CMBE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that CMBE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
38. **NO PRE-JUDGMENT OR POST-JUDGMENT INTEREST:** In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
39. **BACKGROUND CHECKS:** At the request of CMBE's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to CMBE criminal background check and drug testing procedures.

40. **MEDIATION:** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
41. **NO THIRD PARTY BENEFITS:** The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
42. **FORCE MAJEURE:** If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of CMBE.
43. **OWNERSHIP OF DOCUMENTS:** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by CMBE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of CMBE, be turned over to CMBE. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to CMBE shall not, unless otherwise specifically agreed upon in writing by CMBE, be deemed to be confidential or proprietary information and shall be acquired by CMBE free from any restrictions as part of the consideration of the Contract.
44. **STRICT COMPLIANCE:** CMBE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
45. **GENERAL PROVISIONS:** CMBE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Seller hereunder, CMBE shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Order, or delegate the performance of any of its obligations hereunder, without CMBE's prior, express written consent.
46. **CONTRACT SITUS:** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

**Section 16**

**Sample Contract - This sample contract has been included to Show the Form of Contract to be executed by the Successful Service Provider**

**RFP # 163-(xxx) Services for (description of services)**

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION  
CONTRACT FOR SERVICES**

This Contract for Services (this "Contract") is made and entered into this  [# ] day of  [month] , 20 \_   [year]  between The Charlotte-Mecklenburg Board of Education, located in Charlotte, North Carolina (the "CMBE") and  [legal name] , located at  [complete address]  (the "Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1.  Obligations of Contractor. The Contractor agrees to provide services and/or goods as follows

2.  Obligations of CMBE. The CMBE agrees:

a. To pay:

		Budget Account No. :
(i) Contractor's Fee	\$ _____	_____
(ii) Travel Not to Exceed	\$ N/A	_____
(iii) Lodging/Food Not to Exceed	\$ N/A	_____
(iv) Other	\$ N/A	_____
(v) Total Not to Exceed	\$ _____	_____

b. To provide the following services (if any):

3.  Project Coordinator.  [name] ,  [title] ,  [CMBE department] ,  [address] , is designated as the Project Coordinator for the CMBE. The Project Coordinator shall be the CMBE's representative in connection with the Contractor's performance under this Contract. The CMBE has complete discretion in replacing the Project Coordinator with another person of its choosing.

4.  Contractor Supervisor.  [name] ,  [title]  is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.

5.  Terms and Methods of Payment. The CMBE will make payment after invoices are approved on a net 30-day basis. Invoices shall be sent to the Project Coordinator for review and approval. The CMBE will not pay for services or materials in advance without the prior approval of the Finance Officer.

The Contractor will submit invoices according to the following payment schedule—the Milestone Payment Plan:

<u>Payment Number</u>	<u>Period Covered by Invoice</u>	<u>Date of Invoice</u>	<u>Amount</u>
-----------------------	----------------------------------	------------------------	---------------



6. Indemnity and Insurance Requirements. The Contractor shall indemnify and hold harmless the CMBE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the terms and conditions of this Contract.

The Contractor certifies that it currently has and agrees to purchase and maintain during its performance under this Contract the following insurance from one or more insurance companies acceptable to the CMBE and authorized to do business in the State of North Carolina:

Automobile - The Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. If the Contractor is an individual, the policy limits of such insurance shall not be less than a combined single limit of \$100,000 each person/\$300,000 each accident - bodily injury/\$50,000 each accident - property damage.

Commercial General Liability - The Contractor shall maintain commercial general liability insurance that shall protect the Contractor from claims of bodily injury or property damage that arise from performance under this Contract. This insurance shall include coverage for contractual liability. If the Contractor is not an individual, the policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. If the Contractor is an individual, the policy limits of such insurance shall not be less than \$300,000 combined single limit each occurrence/annual aggregate.

Worker's Compensation and Employers' Liability Insurance - If applicable to the Contractor, the Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance.

The Contractor shall also provide any other insurance specifically recommended in writing by the Department of Insurance and Risk Management.

Certificates of such insurance shall be furnished by the Contractor to the CMBE and shall contain the provision that the CMBE be given 30 days' written notice of any intent to amend or terminate by either the Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

7. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the CMBE and the Contractor have executed this Contract on the day and year first written above.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature of Authorized Representative                      Date

\_\_\_\_\_  
Contractor's Federal Identification #  
[if Contract is with Organization]

or Social Security Number  
[if Contract is with individual]