

DATE: 04/08/99  
RFP NUMBER: PIRFS/SCS  
THIS IS NOT AN ORDER

REQUEST FOR PROPOSAL (RFP)  
**Patron Initiated Request Fulfillment Service (PIRFS) Software**

It is the Vendor's responsibility to read the entire document and to comply with all requirements listed herein.

All submittals must be received on or before **4:30 p.m.** Pacific Time May 19, 1999.  
Return nine (9) printed copies (one of which must be stamped "Original" and contain an original signature) and one (1) electronic copy (Microsoft Word version 6.0) to the Business Contact listed below:

Business Contact: Sharon Schilling	Technical Contact: Mary Heath
Procurement & Business Contracts	California Digital Library
University of California, Berkeley	300 Lakeside Drive, Sixth Floor
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Oakland, CA 94608-5600	Phone: 510-987-0425
Phone: 510-643-7205; fax 510-642-8604	Fax: 510-893-5212

Faxed Submittals **Will Not** Be Accepted

Late Submittals **Will Not** Be Accepted

\*\*\*\*\* This document is available upon request on diskette or e-mail. \*\*\*\*\*

Respondent Identification

This Proposal presents \_\_\_\_\_ response to RFP *PIRFS* published by the  
Company Name

University of California for the *PIRFS*. As \_\_\_\_\_ of \_\_\_\_\_,  
Title Company Name

I have the authority and herewith bind my Corporation to the offer presented here.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE AND FAX NUMBER

\_\_\_\_\_  
E-MAIL

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## **A INTRODUCTION**

### A.1 General Description and Background Information.

#### A.1.a Statement of Purpose

The California Digital Library [CDL] of the University of California [UC] is seeking bids for the supply of a free-standing interlibrary loan "Fulfillment Service" software application. This software application must provide a single workflow that can manage Inter-Library Loans (ILL) requests received from a number of different input sources, as well as temporary tracking functions for materials while they are in the loan process. The application must accept ILL transactions from the UC California Digital Library's Request Resolution Service (see below), OCLC, manually keyed sources (i.e., American Library Association [ALA] Interlibrary Loan [ILL] forms), formatted e-mails, web-based forms, and ISO10160 and ISO10161 formatted requests.

#### A.1.b Background Information

The UC California Digital Library Request system is an application that allows Library patrons on any of the University of California campuses to make direct requests to libraries for the loan of materials. The application has two basic subsystems. The CDL Request Resolution Service analyzes a request, and then forwards appropriate bibliographic and patron information, as well as an ordered list of UC library locations holding the item, to the Fulfillment Service. The Resolution Service isolates the customized "UC-centric" code needed to communicate with the UC CDL system, and the campus patron and circulation system databases. The Fulfillment Service receives requests from the Resolution Service or from other systems, typically through an ISO ILL standard protocol (ISO10160 and 10161) exchange, and then manages the fulfillment of the request. Requests from non-Resolution Service sources may not contain holdings location information, and the Fulfillment Service needs to include some mechanism for processing such requests, including a staff review option in place of automatic routing.

This RFP is for the Fulfillment Service, which may be a centralized or distributed system, but should incorporate the functions listed below. Please provide a narrative description of how your system supports the following functions and whether it supports the detailed services listed under each function.

#### UC CDL Request Service Architecture and API Description:

The CDL Request Service is a standalone, threaded, server application that receives request data from patrons via the CDL web-server database search application. Data received is parsed into an ISO ILL-REQUEST APDU message and is sent to the Fulfillment Service by the establishment of a TCP/IP connection. The Fulfillment Service should reply using an ISO ILL\_ANSWER APDU.

## A.2 RFP Schedule and Deadlines

### A.2.a.1 Schedule and Submittal Dates

Listed below are the important actions in the RFP process and the dates and times by which they are to be taken or completed. Action on any of these dates shall occur between 8:00 a.m. and 4:30 p.m., Pacific Daylight Time, unless otherwise noted.

### A.2.b Chart of Dates

Date	Event
Thursday, April 8, 1999	Release of RFP
Monday, April 19, 1999	Letter of Intent to Propose and Attend Bidder's Conference Deadline 4:30pm
Monday, April 19, 1999	Questions for Voluntary Bidders Conference 4:30pm
Tuesday, April 27, 1999	Voluntary Bidders Conference Oakland, CA
Friday, May 7, 1999	Addenda to RFP (including answers presented at Bidders Conference) release
<b>Wednesday, May 19, 1999</b>	<b>Proposal Submission Deadline 4:30pm</b>
Friday, May 28, 1999	Proposal Evaluation – Finalists Determined
Week of June 7, 1999	Presentation (including demonstration) by Finalists
Friday, June 25, 1999	Successful Bidder Selected for Contract Negotiation
Friday, July 2, 1999	Contract Executed and Performance Begins
Friday, October 1, 1999	Software installed and ready for testing

The University does not guarantee the above schedule and reserves the right to modify this schedule to best meet its needs.

## A.3 Definitions.

### A.3.a Business Terms (*mostly standard provisions*).

Appendix A — The attached Appendix A contains the University's standard Terms and Conditions, which are applicable to hardware purchases.

Bidder — The firm, partnership, corporation or sole proprietorship submitting a Proposal in response to this RFP.

Campus (or Berkeley Campus) — Same as "University."

**Contract** — The legally binding agreement between The Regents of the University of California and the successful Bidder pursuant to this RFP.

**Contractor** — Same as “Vendor.”

**Day** — A calendar day unless specified otherwise.

**Finalist** — A Bidder selected for further screening following evaluation of the initial Proposal.

**May (verb)** — When used to describe a commitment or element of performance by the Bidder, or any part of the System, this verb means that the item is desirable but not required. (Not a capitalized term.)

**Proposal** — The written response to this RFP received from a Bidder.

**Proprietary Information** — Information that the Bidder desires to protect from disclosure to or competitive use by third parties, which has been designated as such in writing by the Bidder, or is disclosed orally and is so designated on a written version of the oral disclosure within thirty (30) days thereafter.

**Reference Number** — A number (or string of letters) assigned by the University to identify this RFP and appearing on the cover page of the RFP.

**RFP** — The Request for Proposal contained in this document.

**Shall** — When used to describe a commitment or element of performance by the Bidder, or any part of the System, this verb means that the requirement must be fully met in the Bidder’s Proposal. (Not a capitalized term.)

**Should** — When used to describe a commitment or element of performance by the Bidder, or any part of the System, this verb means that the requirement is expected to be fulfilled in the Bidder’s Proposal, but might need to be adjusted in the Contract to achieve a feasible result. (Not a capitalized term.)

**University** — The Regents of the University of California on behalf of the University of California, Berkeley.

**Vendor** — A Bidder with which the University establishes a Contract on the basis of a Proposal. A Vendor is defined to include any suppliers or subcontractors used by the Vendor to fulfill the Contract.

**Work** — All obligations, duties, requirements, specifications, and responsibilities needed for the successful completion of the Contract by the Vendor, including the furnishing of all Software, Hardware, Documentation, Software Support, Hardware Support, installation and consulting services, training, materials, labor, supervision, and supplies as required by the Contract.

#### A.3.b Technical/Project Terms

**Acceptance (and Final Acceptance)** — Written notice to the Vendor that the University accepts a deliverable required by the Contract or, in the case of Final Acceptance, that the University has verified that the Software and

Hardware operate as required by the Contract. The requirements for Acceptance and Final Acceptance are defined under Section C.

Documentation — Documentation in printed and/or electronic form that explains the functions, installation requirements, installation procedures, maintenance routines, and other information necessary to operate the Software or Hardware provided by the Vendor.

Customization — Services provided by the Vendor to modify the appearance or functionality of the Software, or the Documentation, as specified in the Contract.

Customized Software — The software modules created by the Vendor as a work made for hire according to the University's specifications as described in the Contract and delivered to the University as both Source Code and object code.

Error (or "Bug") — Any failure of the Software to conform in any material respect to the specifications contained in the Contract.

Error Correction (or "Bug Fix") — A modification or addition to the Software that, when installed, removes a verifiable and reproducible Error in the Software.

Hardware — Computers, peripheral devices, and other equipment that are recommended by the Bidder in the Proposal and purchased by the University under the Contract.

ISO – The International Organization for Standardization (ISO) is a worldwide federation of national standards bodies from some 90 countries. The mission of ISO is to promote the development of standardization and related activities in the world with a view to facilitating the international exchange of goods and services, and to developing cooperation in the spheres of intellectual, scientific, technical and economic activity.

ISO 10160 --- ISO standard for "Information and documentation - Open Systems Interconnection - Interlibrary Loan Application Service Definition"

ISO 10161 – ISO standard comprised of "Information and documentation - Open Systems Interconnection - Interlibrary Loan Application Protocol Specification - Part 1: Protocol specification" and "Information and documentation - Open Systems Interconnection - Interlibrary Loan Application Protocol Specification - Part 2: Protocol implementation conformance statement (PICS) proforma"

Licensed Site — The California Digital Library of the University of California

Module — A computer program or group of programs in the Software designed to provide a defined set of functionality.

NISO -- The National Information Standards Organization (NISO) develops and promotes technical standards used in a wide variety of information services. NISO is a nonprofit association accredited as a standards developer by the American National Standards Institute, the national clearinghouse for voluntary standards development in the U.S.

- On-Site** — At premises owned or rented by the California Digital Library including all such premises not located at the University of California Office of the President.
- Operating Platform** — Computers, peripheral devices, and other equipment, together with their associated operating system(s), that are recommended by the Bidder in the Proposal and accepted by the University under the Contract.
- Production Ready** — The point in time that the Software and Hardware are ready for Production Use, even if the University elects not to go forward with Production Use.
- Production Use** — Use of the Software and Hardware as the principal method for performing normal business operations of the University. Use of real data for test purposes does not constitute Production Use.
- Software** — Software products recommended by Bidder in the Proposal or licensed by University under the Contract. Software includes operating systems for Hardware purchased by the University under the Contract. Software includes Updates and Upgrades provided by the Vendor as part of Software Support services or otherwise. Software also includes Source Code to the extent that such is provided by the Vendor in accordance with the Contract.
- Software Support** — Software maintenance and support services provided by the Vendor that include (a) Error Corrections, (b) Updates, (c) Upgrades, and (d) technical assistance on installation, use, maintenance, and repair of the Software.
- Source Code** — Human-readable software code, including printed copies thereof, that must be converted into machine-readable language by the use of compilers, assemblers, and/or interpreters.
- Standards** --- Standards are documented agreements containing technical specifications or other precise criteria to be used consistently as rules, guidelines, or definitions of characteristics, to ensure that materials, products, processes and services are fit for their purpose.
- System** — The combination of Software and Operating Platform recommended by the Bidder in the Proposal and accepted by the University under the Contract.
- Upgrade** — A release of a Software product that incorporates substantial new or substantially improved functionality.
- Update** — A release of a Software product that incorporates Error Corrections and may include some improvements in functionality.
- Use** — (verb or noun; when employed to describe the University's operation of the Software) To copy (or the copying of) any portion of the Software from storage devices or media into one or more central processing units (CPUs) for processing. (Not a capitalized term.)

## **B SCOPE OF WORK/SPECIFICATIONS**

### **B.1 Overview of Required System.**

The Patron Initiated Request (PIR) system is an application that allows Library patrons on any of the University of California campuses to make direct requests to Libraries other than their home campus library for the loan of materials. The PIR application has two basic subsystems. The CDL PIR Resolution Service analyzes a PIR, determines which campus should receive the request and sends to the Fulfillment Service both the item and patron information, as well as an ordered list of locations holding the item. The Resolution Service isolates the customized "UC-centric" code needed to communicate with the UC union catalog and the campus patron and circulation system databases. The PIR Fulfillment Service receives a PIR from the Resolution Service or other ISO ILL compliant systems via an ISO ILL standard protocol (ISO10160 and ISO10161) exchange. The Fulfillment Service may be a centralized or distributed system, but must incorporate the functions listed below.

### **B.2 General System Requirements.**

#### **B.2.a Product Architecture and Supported Standards.**

(Please note that a checklist which should simplify your answering these questions appears at section H)

- The application shall be capable of accepting and transmitting ISO10160 and ISO10161 requests that are ASN.1/BER encoded
- Patron interfaces should be web-based (HTML vers.3.0 or higher)
- If the software is distributed, TCP/IP should be used for communication between clients
- The application shall correctly process 20<sup>th</sup> and 21<sup>st</sup> century dates
- The application shall support a set of basic ISO10161 send and receive APDU's (SHIPPED, ILL\_ANSWER:WILL-SUPPLY,ILL\_ANSWER:CONDITIONAL, ILL\_ANSWER:RETRY, ILL\_ANSWER:UNFILLED,CANCEL-REPLY, CHECKED-IN,OVERDUE,RENEW-ANSWER,STATUS-QUERY,LOST,STATUS-OR-ERROR-REPORT,EXPIRED, RECEIVED, RETURNED, RENEW, ILL-REQUEST, CONDITIONAL-REPLY, )
- The application should support the OCLC extensions to the ISO standard for output of requests to the OCLC Direct ILL subsystem
- It is desirable that the application use ODBC SQL compliant database software
- The software should run on UNIX, Solaris or NT servers
- It is desired that the application be capable of initiating a standards-based communication exchange with local campus circulation systems
- It is desirable that the vendor express willingness to implement the Circulation Interchange Protocol, once the NISO standard has been approved

#### **B.2.b Year 2000 Certification.**

Vendor guarantees that the date change from the year 1999 to the year 2000 will not prevent the products delivered hereunder from operating as they did at the time of delivery and in accordance with their specifications. To the best of Vendor's knowledge, all materials, supplies, equipment, or contractual services sold to the University as part of this procurement are year 2000 compliant. The Vendor certifies that it has used its best efforts in accordance with industry standards to test the products delivered hereunder for year 2000 compliance prior to delivery. The Vendor further guarantees that the products have been tested and delivered so they will not fail as a result of

subsequent changes in the date, month or year after January 1, 2000, and will continue to function as they did at the time of delivery and in accordance with their specifications.

### B.3 Usage Profile.

#### B.3.a Number and Types of Users.

The service should support 10,000 transactions per day upon installation.

#### B.3.b Phases of Usage

The service should be scalable and able to support 20,000 transactions per day by the year 2001.

### B.4 Technical Specifications.

The distributed software shall run on UNIX/OSF/Solaris or NT servers.

The system should support both local and network printing

The system shall provide administrative security for server configuration changes

The system should provide levels of security for data modification, creation, deletion, etc.

#### B.4.a Detailed Specifications

##### **Automated routing and maintenance functions**

- The application shall be capable of receiving request information, including a bibliographic record, patron information, holding locations, and available locations, from the Request Resolution Service, from OCLC, and from web-based and email forms
- The application should be able to route requests to either a review queue for manual intervention by staff on the patron's home campus, or to the first available location, depending on the presence or absence of parameters in the request. Please provide a narrative description of how you implement these two different routing options.
- If the database is distributed, the application should place a status record, including patron and request status information, in the local database of the patron's home campus ILL unit
- The application should broker "can't supply" responses, which will be marked in the rejecting campus' files as "not filled", then route the requests to the next available location in the list. The system should also support "conditionals (i.e., "Noncirculating", "This edition unavailable...do you want another edition which is?", "Raise maxcost", "Issue not yet received", etc.)
- Each request shall be secured so that only one lending unit at a time can act on it
- Each request should retain a unique identifier throughout its life in the system
- A copy of the request, including patron and "real-time" request status information, should be maintained in the local database of the patron's home campus ILL. The "history" of the request (or, transaction history) should accrue and continue to be connected with the request (e.g., all attempts, "unfilled" information, etc. should be carried in the history). When the material is loaned and subsequently returned (i.e., the transaction is completed), records in both the lending and borrowing libraries' databases should be maintained; similarly, when an overdue item is billed for replacement and subsequently returned or paid, database records should be maintained
- The application should have the ability to determine the length of time that a request has been with any given lender, and move the request forward after a given (configurable) period of time
- The action that results if no campus can fill a request should be flexible, depending on policies of the patron's home campus
- The application shall be capable of outputting ISO10161-formatted requests for forwarding to the OCLC ILL or other subsystems
- The system should apply a configurable and dynamic load balancing algorithm when there is a choice of lending locations; for example, priorities might be established on the basis of geographic nearness to the borrowing campus, or on libraries' rankings as net lenders

- The application should be capable of communicating with local campus systems, e.g., circulation or ISO10161-compliant ILL systems
- The application should be capable of properly tracking both “returnable” and “non-returnable” (i.e., photocopy, fax, or electronic copy) fills
- The application should include a configurable process for creating paper and electronic bills for chargeable transactions
- It is desirable that the application be capable of receiving ISO10161-formatted messages that update information on requests already in the system (e.g., from the OCLC ILL subsystem)
- It is desirable that the application be able to recognize duplicate requests from the same patron, and alert the home unit to this possible duplication

#### **Patron functions**

- Patrons should be able to query the status of their own requests through a web client interface; the server shall broker such access either by acceptance of an authentication certificate or by doing authentication on the home campus patron file; the interface should be customizable
- The patron interface shall allow a patron to view only his own requests
- The patron should be shown only two statuses for his requests, either “In process”, or “Available”
- The patron interface should accept and process renewal requests for UC-owned material, and appropriate due dates in all systems should be updated; the system should also allow each institution to configure to allow or disallow renewal requests from other institutions
- If the patron record contains an e-mail address, the application should generate an automatic e-mail notification when the item is available for pick up, otherwise, a printed notice should be generated

#### **Circulation functions**

- The loan of returnables (books, etc.) shall be managed as part of the Fulfillment Service process. While the ISO Protocols provide the ability to track materials between libraries, the Fulfillment Service also needs to support tracking of materials to individual patrons. This can be accomplished in one of two ways, as described below. Please provide a narrative description of how you support these two scenarios.
- The Request as an ILL transaction:
  - In this scenario, the item is charged to an individual within the borrowing library’s files of the Fulfillment Service. This scenario assumes that the Fulfillment Service is managing the library’s total interlibrary loan operation. That is, it accepts ILL transactions from the Resolution Service, OCLC, manually keyed sources (e.g., ALA ILL forms), formatted emails, or other ISO ILL compliant sources. Requirements include:
    - The Fulfillment Service system should create a temporary circulation record when an item is charged to the patron
    - The system should generate overdue notices to the patron when the item becomes overdue
    - The system should provide a utility for establishing local circulation policies (e.g., allow the establishment of loan and grace periods) by library staff
    - The system should include a discharge function that will clear the temporary circulation record when the patron returns the item, but will not, at that point, clear the base records
    - The system should support a billing function for overdue fines and replacement charges, as well as the export of billing information for loading into accounting systems
- The Request as a local circulation transaction:
  - In this second scenario, the item is charged to an individual within the borrowing library’s local circulation system, as opposed to within the Fulfillment Service system. Requirements include:
    - The ability to send a charge message to the lending library’s local circulation system that includes the borrowing institution as the patron
    - The ability to create a temporary circulation record in the borrowing library’s local circulation system, with the item charged to the patron
    - The ability to update in both borrowing and lending library circulation systems, new due dates when items are renewed

### **Staff functions**

- The system shall alert staff in all processing units to new requests targeted to them and support the creation of sorted pick lists or record slips (the sort to be configurable)
- Records having been included in pick lists should be so marked so that they are not printed a second time, but the system does need to include a mechanism for manual reprinting of such lists
- The staff interface should support searching on the full, distributed database by request ID, patron name, patron ID number, title, author, date of request, lending library, borrowing library, call number, due date, and invoice date
- The staff interface should support browsing of all requests in the distributed database relevant to a particular unit
- The staff interface should support all normal processing activities - update and direct records in review queues, respond to requests, perform batch updates, print requests, display transaction histories, display work forms, edit bibliographic and other data, define and modify lending rules, define frequency for batch processes, define and maintain communication addresses, manual generation of pickup and overdue notices, and updating disposition, date filled, who filled, how filled, and other specific fields
- Record updating should be permitted from three different types of displays - a record display, a list display, or a record number display
- There shall be a discharge function, to be invoked when the material returns to the lending library, for showing the transaction completed
- There should be a mechanism for the creation of configuration profiles for each individual unit
- The application should allow the configuration of multiple ILL units on a single campus, and each unit should be treated as a separate entity

### **Statistics and Reports**

- It is desirable that the use of ODBC search applications be permitted for local development of reports
- Statistics gathering should be supported, and the following reports should be generated: borrowing and lending by institution, patron status, patron department, and fill format (i.e., print/copy or loan), turn-around time for requests by material type, and requests from a given campus for a given time period sorted by call number ranges
- It is desirable that the application retain the history of a request, including origination date, request closure date, material shipped and returned dates, reasons for non-fills, and patron status; once the request is complete patron identification fields should be removed; fields retained and length of time after transaction completion that the record remains in the system should be configurable

#### **B.4.b Electrical Clause.**

Portable electrical equipment (120 volts and up to 15 amperes) requires a three-wire cord and NEMA cap, with ground conductor permanently attached to concurrent-carrying metal parts, all in compliance with the California Administrative code title 24, part 3, or double insulated, State of California title 8, article II, section 2395.45 and must conform to all other CAL OSHA safety standards.

#### **B.4.c Compliance Level.**

The Vendor awarded the Contract will be evaluated on an on-going basis and must demonstrate compliance with the Contract requirements. Factors that will be monitored for compliance are as follows: timeliness; accuracy of pricing and invoicing; scope of work; adherence to the technical specifications; warranties; delivery requirements; and compliance to insurance requirements

## B.5 Implementation Plan and Schedule.

The bidder shall supply with the proposal an implementation plan for installing the system. The bidder will state specifically the resource and type of support the bidder and the University will provide. The Bidder shall list the necessary steps the University would need to take to implement the Bidder's system. The Bidder shall recommend consultants from the Vendor's firm or a third party that could implement this system.

The Vendor shall list (on Price List) items the vendor includes for no cost as well as all items that involve a fee including technical support (programmer/analyst contracting fees along with hours it will take a contractor to install a working system).

The University desires to have the system installed in production by October 1, 1999.

### **The bidder shall supply an Implementation Schedule.**

## B.6 Software Maintenance/Support Requirements.

### B.6.a Availability of Support Services.

Software support services should include Software updates, bug fixes, and upgrades; and technical support on installation, use and repair of the Software. The Vendor should offer Software Support (as defined herein) for all Software products on an annual basis for a period of ten years [or a different number, if appropriate] after the warranty period.

### B.6.b Software Support Procedures.

The Bidder shall provide complete information on Software Support procedures, including:

- Service days (e.g. M-F or every day except statutory holidays).
- Service hours (e.g. 8:00-5:00, with time zones defined, or 24 hours a day).
- Methods of contact (phone, e-mail, fax, BBS). The University prefers that phone support be provided via an 800-number.
- Vendor response times after the initial problem report and options for faster response.
- On-line support resources (e.g. web sites, ftp servers, etc.).
- Procedures and timeframes for escalating support problems in Vendor's management structure.
- The University's responsibilities in the Software Support procedures.
- The number of University personnel that may contact the Vendor to receive Software Support services.

### B.6.c User Groups.

Bidder shall provide information on any user groups that the Bidder supports in an effort to address current problems in the Software, to gather information on needed enhancements, and to provide other information that would assist the University in using the proposed Software. The information provided should cover such topics as:

- To what extent does the Bidder support or sponsor the user group?
- Is there a user group on the West Coast? In the Bay Area?
- Is there an electronic mailing list or Usenet group devoted specifically to users of the proposed Software?

- Is there a web site or newsletter related to a user group?
- Are there any costs for participating in the user group(s)?
- 

## B.7 Documentation Requirements.

### B.7.a Scope of Documentation.

The University requires that the Vendor provide high-quality Documentation explaining all concepts, functions, installation requirements, installation procedures, maintenance routines, methods of applying functions to accomplish the tasks for which the product was designed, and other information necessary to operate the products provided by the Vendor. For Software, separate documentation should be provided for server and end-user products.

### B.7.b Types of Documentation.

The University prefers that Documentation be provided in at least the following formats: printed documentation, electronic versions of the printed documentation in a standard format (e.g., PDF), and online help files.

### B.7.c Maintenance of Documentation.

The Bidder shall describe how, as part of Software Support or in other ways, the Documentation will be updated as new releases of Software become available.

### B.7.d Authorship of Documentation.

The Bidder should describe the source of the Documentation, i.e., whether it is produced by Vendor staff or by third parties.

### B.7.e Copyright and Modification of Documentation

The Bidder shall indicate what copyright they maintain over their documentation and if the California Digital Library can modify it for use in informational or instructional materials.

## B.8 Software Training Requirements.

The Bidder shall describe the product training available to University personnel that will enable them to understand and operate the products acquired from the Vendor. The University indicates that training will be required for programming staff at each server site and library staff at each of the 10 campuses and the CDL. The University requires that the Vendor provide all equipment and setup for training, unless the University agrees to provide specific items.

The training information provided by the Vendor should cover topics such as the following:

- A general description of the Vendor's training philosophy and methodology.
- The amount of training provided by the Vendor at no additional charge (i.e., included in license fees).
- The amount and types of training recommended by the Vendor for the proposed product set.

- A description of relevant training courses including their titles, curricula, intended audience, length (hours/days), minimum/maximum number of students, cost per person, minimum cost, etc.
- The options for custom training.
- The types of documentation that are distributed to participants in the training.
- Options for providing the training on site at the University, at the Vendor's premises, or at other locations. Requirements for equipment if training is held on-site at the University.
- The availability of the training, e.g., the frequency that training is offered, the lead time required to schedule training, and the ability of the Vendor to provide training at the University's convenience.
- The organization responsible for the training, e.g., a unit under the Vendor's management or a third-party vendor.
- The qualifications of the trainers.
- The availability of the Vendor's training materials for purchase and use by the University, and the costs for such materials.

#### B.9 Hardware Requirements.

Bidder shall include minimum requirements for hardware the software will run on (set forth in section B.2.a and B.4)

#### B.10 Changes in Scope of Work.

Before any amendment to the Contract is agreed upon, the Vendor shall disclose fully all costs that would be charged to University, in the event Vendor is required to provide new or enhanced services beyond the original scope of the Contract, or cost reductions or discounts that would accrue to University, in the event the Vendor is relieved of a service obligation, either in whole or in part, as a result of the proposed amendment.

### **C GENERAL REQUIREMENTS, TERMS, AND CONDITIONS**

#### C.1 Period of Contract.

##### C.1.a Initial Period of Contract.

The initial period of the contract shall commence approximately June 25, 1999 and will conclude per Contractor's committed completion date. However, the software license will remain in effect for the duration of use of said software.

##### C.1.b Contract Extension

The University of California requires a perpetual license to the software with annual maintenance and upgrades as necessary.

#### C.2 Pricing.

##### C.2.a General Pricing Requirements.

The Bidder shall provide a narrative and detailed price quote for goods and services in the form of consolidated cost sheets that are clearly identified as such. One-time costs should be itemized separately from annual recurring costs. The Bidder shall quote prices in U.S dollars. The Bidder warrants that the prices offered...

The Bidder shall quote prices for goods and services in the form of consolidated cost sheets that are clearly identified as such. The Bidder shall quote prices in U.S. dollars. The Bidder warrants that the prices offered herein are equal to or are lower than those offered for equivalent quantities of products and services to similar institutional accounts. In its Proposal, the Bidder shall apply any special university or educational pricing that will lower the cost to the University. Vendor shall not be obligated to charge the maximum amount allowed under this Agreement for any given service.

C.2.b Price Reductions.

If the Vendor offers a general price reduction that lowers the cost for any product or service below the cost included in the Proposal or the Contract, the Vendor shall offer the cost reductions to the University.

C.2.c Firm Prices.

All prices quoted in Bidder's Proposal shall be firm and fixed for 90 days following the deadline for RFP submissions, or until a Contract is signed which establishes future pricing, whichever comes first.

C.2.d Early Payment Discount.

If early payment discounts are offered by the Bidder, the conditions to qualify for the discounts shall be described fully in the Proposal.

C.2.e Freight and Handling Charges.

All goods shall be F.O.B. Destination, freight prepaid and allowed. University shall not be responsible for paying freight charges.[PAN1]

**C.2.f Taxes.**

The vendor shall consider the products delivered under the Contract to be taxable and all services under the Contract not to be taxable, except that Software Support is taxable when Updates and Upgrades are included. The Vendor's price quotes shall include all applicable taxes. In addition, the Vendor shall pay all contributions, taxes, and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under the Contract, and all applicable sales, use, excise, transportation, privilege, occupational, and other taxes applicable to materials and supplies furnished to the Vendor or work performed for the Vendor hereunder and shall save University harmless from liability for any such contributions, premiums, and taxes

**C.3 Payment Schedule and Invoicing.**

**C.3.a Payment Schedule.**

Vendor shall respond to the following payment schedule. Vendor may use its own form if responsive to this requirement.

<b>Payment Milestone</b>	<b>Percent Paid</b>	<b>Dollars</b>
Completion of Installation (package is received and installed by vendor contractor or University staff	_33 1/3_%	_____
Testing Phase Completed	_33 1/3_%	_____
Final Acceptance by University of California*	_33 1/3_%	_____

\*see section C.9.

**C.3.b Payment Terms.**

University standard payment terms are net 30 days after receipt of products or services and invoice. The University shall not be subject to any late fees or finance charges.

**C.3.c Timely Notification of Past Due Invoices.**

The Vendor shall notify the University if payment has not been received forty-five days after University's receipt of invoice.

**C.4 Software License.**

**C.4.a Conformance with Scope of Work.**

For Software and Documentation selected by the University, the Contract shall include licensing provisions that reflect the system needs and usage requirements described in Section B (Scope of Work/Specifications).

**C.4.b Type of License and Fees.**

In general, the University prefers to pay one-time fees for perpetual licenses for unlimited users. The University prefers not to license Software on an annual basis, although annual fees for maintenance are acceptable. Also, the University prefers to pay for licenses when needed, rather than be required to pay for all licenses in the initial purchase order. The Bidder should propose flexible pricing schemes that accommodate University preferences to the extent possible, while minimizing the University's total cost of licensing.

C.4.c Licensed Site.

The Licensed Site shall be as defined herein, unless the University agrees to an alternate definition based on the Bidder's presentation of costs. Bidder shall state what costs will be incurred should additional sites be required.

C.4.d Licensed Users.

The Contract shall provide Software licenses for the number and types of users described in Section B.3 (Usage Profile) and shall also specify procedures for adding additional licenses.

C.4.e Permitted Uses.

The University shall be permitted to Use the Software to fulfill its roles of instructions, research, and public service. In addition to Production Use of the Software, the University shall have the right to Use copies of the Software (on additional machines if necessary) for testing and development.

C.4.f Backup/Archival Copies of Software.

The University shall be permitted to copy the licensed Software in whole or in part as needed for installation, testing, use, backup, and archiving.

C.4.g Transfer of Software to Backup Systems.

The University shall have the right to transfer the Software temporarily to a backup system in the case of failure of the primary system.

C.4.h Transfer of Software to Upgraded Machine.

The University shall have the right to transfer the Software to a different or upgraded machine without paying transfer fees or a new license fee (except that University will agree to pay an incremental license fee if the Vendor's Software pricing is based on the machine class of the computer).

C.4.i Right to Use Software on Any Supported Platform.

The University shall have the right to use the Software not only on the Operating Platform initially selected by the University, but on any Operating Platform of the same class that is supported by the Vendor in the future.

C.4.j Software Warranty.

The Vendor shall offer a warranty covering the Software that is the most favorable commercial warranty the Vendor offers to any customer for the same or substantially similar products and services. The Vendor shall offer a minimum initial warranty period during which the Software is warranted, at no additional cost to the University, to fully perform in compliance with the technical specifications set forth in the Contract and the Vendor's published documentation. Thereafter, Vendor shall warrant that the Software will continue to operate in full conformance with specifications contained in the Contract and the Vendor's published documentation while the Software is in use by the University. In the case of a difference between any portion of the Vendor's product documentation and any specification in the University's Contract, the specification in the

Contract shall be the specification that is covered by the warranty. The Vendor shall also offer a reasonable warranty covering the physical media on which the Software is delivered.

#### C.4.k Source Code Escrow.

If the Software proposed by the Bidder does not include Source Code, the Bidder shall offer a Source Code escrow service. Throughout the license term of all Software covered by the Contract, the Vendor shall provide the University the option of enrolling in a Source Code escrow service at a fee consistent with the services provided and use its best efforts to ensure that the University's enrollment is clearly recorded and promptly enacted. After enrollment, the University may elect to discontinue its participation in the escrow agreement prior to each annual renewal date. At any time while the University is enrolled in the service, a complete electronic copy of the Source Code for the latest released versions of the Software will be delivered promptly to the University from the escrow agent, provided that the Vendor or its successor ceases to do business, or ceases to provide Support Services or Update Services for the Software. Any Source Code agreement that the University is asked to execute shall be consistent with the software licensing and other provisions of the Contract.

#### C.4.l Proprietary Rights Indemnity.

The Vendor agrees to defend, indemnify, and hold harmless The Regents for any and all losses, damages, liabilities, costs, and expenses (including but not limited to attorney's fees) incurred by The Regents as a result of any judgement or proceeding against The Regents in which it is determined that, or any settlement agreement entered into between the Vendor and a third party arising out of the allegation that, the use of any Software provided by Vendor under this Agreement infringes any copyright, patent, trademark, trade secret, or other proprietary right of any third party, provided that The Regents promptly notifies the Vendor in writing of any such claim or proceeding, tenders to Vendor the right to defend or settle such claim or proceeding at Vendor's expense, and cooperates with Vendor in defending or settling any such claim or proceeding. If Software provided under this Agreement is, or in Vendor's opinion is likely to become, the subject of a claim, suit, or proceeding of infringement, Vendor (1) may procure for The Regents, at no cost to The Regents, the right to continue usage of the Software, (2) may replace or modify the Software to make it non-infringing, at no cost to The Regents, or (3) if the right to continue usage cannot be procured for The Regents for a cost not exceeding the amounts paid hereunder by The Regents, or the Software cannot reasonably be modified to make it non-infringing, may terminate the license of such Software and grant The Regents a refund based on the depreciation of license fees on a straight-line thirty-six (36) month basis, added to the proration of maintenance fees on a straight twelve (12) month basis.

Any limitation of Vendor's liability included in the Contract shall not apply to this proprietary rights indemnity

#### C.4.m Modification Rights.

Vendor shall describe the University's options for modifying the proposed Software, including the following:

- Modifications by University to user interfaces or workflow components.
- Modifications by University to Source Code.

- Modifications to Source Code by the Vendor as a result of University requests for improvements.
- Other types of modifications available to the University.
- Vendor shall also describe the University's rights and/or title to modifications created by the University.

#### C.5 Documentation.

C.5.a For Documentation of Software or Hardware selected by the University, the Contract shall include purchase and/or licensing provisions that reflect the system needs and usage requirements described in Section B (Scope of Work/Specifications).

C.5.b Duplication Rights. The University shall have the right to make electronic or printed copies of the electronic versions of the Documentation.

#### C.6 Software Maintenance and Support.

C.6.a For Software selected by the University (and related Documentation), the Contract shall include Software Support provisions that reflect the system needs and usage requirements described in Section B (Scope of Work/Specifications).

#### C.6.b Maintenance Fees.

Maintenance fees shall be defined as a fixed fee or a fixed percentage of actual license fees paid. The University prefers that maintenance fees not be defined as a percentage of list price. The Vendor shall bid a cap or ceiling on the annual increase in the maintenance fees for at least a two year. The University prefers an increase no greater than the increase in the Consumer Price Index. The Vendor shall bid any discounts offered for multi-year maintenance commitments.

#### C.6.c Supported Product Versions.

After each major new release of the Software, Vendor shall provide Software Support for the prior version of the Software for a minimum of one year.

#### C.6.d Support for Selected Operating Platform.

Vendor shall provide Software Support for the initial Operating Platform for a period of 5 years from the initial date of Production Use.

#### C.6.e Termination of Support.

The University may, by written notice stating the extent and effective date, cancel and/or terminate the Software Support for convenience in whole or in part, at any time upon thirty (30) days written notice. The University shall pay Vendor for satisfactory performance provided through the date of such termination. No termination made under this provision shall preclude the University from thereafter entering into an agreement with another vendor for similar services.

#### C.7 Hardware Purchase.

If the Vendor's Proposal requires computer hardware as a necessary component, the Vendor shall specify the type, quantity, and minimum configuration for the recommended hardware. The Vendor is invited to quote prices on any required hardware but the University reserves the right to solicit such hardware under a separate bid.

## C.8 Hardware Maintenance.

If the University decides to purchase computer hardware as recommended in a Proposal, the University's standard Terms and Conditions (known as Appendix A) will apply to the hardware purchase.

## C.9 Acceptance Requirements

### C.9.a Implementation Plan Accepted

A detailed implementation plan will be outlined by the vendor and accepted by the University. After the agreement is finalized, the Vendor is expected to gather information on the project and lay out a detailed Implementation Plan. Issues to be addressed shall include (but are not limited to): Timeline, Project Management, Customization, Training, Staffing, System Testing, and Performance Criteria.

Although this is not a payment milestone, the project does not go forward until a detailed implementation plan is accepted.

### C.9.b Software and Hardware Delivered

Software and Hardware used for the implementation of the system is delivered and inspected by the University and successfully tested by the vendor (by the University if contractor is not used). The vendor shall send a representative to ensure all of the items delivered to the University are correct and in working order.

### C.9.c Training Completed

Training of the University personnel is completed. This may include on-site and off-site training outlined in the Agreement or the Implementation Plan.

### C.9.d 90-day Testing Phase Completed and Accepted

The University shall conduct a complete 90-day acceptance test according to the Implementation Plan (to be proposed by the Vendor). When testing of the system is completed and accepted by the University based on criteria outlined in the Agreement or the Implementation Plan. Testing criteria shall include by not be limited to : Functionality, User Interfaces, Performance, and Stability.

### C.9.e Final Acceptance

Final acceptance is when product has been demonstrated to meet criteria defined in the scope of work for Phase I in the RFP and the Implementation Plan. To ensure the system is operating under a realistic load, final acceptance shall not occur until the system has **been in production for 90 days or more**. After the acceptance, the first phase of the project as outlined in this proposal will begin.

### C.9.f Project Status Reports

Vendor agrees to provide biweekly reports reflecting the status of the implementation project from the date the contract is signed to Final Acceptance. These reports shall accurately reflect all implementation steps, milestones, durations, and responsible parties. Additionally, these reports shall reflect all delays in the implementation schedule.

## C.10 Miscellaneous.

### C.10.a Confidentiality.

Except as provided in Part C.11(b) or otherwise in this RFP, the University shall make reasonable efforts to prevent access to the Bidder's Proprietary Information by third parties. However, this obligation of confidentiality shall be interpreted to permit the University to authorize its bonafide students to Use the Software if licenses for such Use are purchased by the University. The duty of confidentiality specified herein shall not apply to Proprietary Information that the University can establish by legally sufficient evidence:

- Is already known to the University other than by previous disclosure under an obligation of confidentiality.
- Is or becomes a matter of public knowledge without violation of the University's obligation of confidentiality.
- Is shown by documentary evidence to have been developed independently by the University without use of or access to the Proprietary Information.
- Is disclosed to a third party by or on behalf of the Bidder without a similar restriction on the third party's rights.
- Is approved for release or use by written authorization of the Bidder.

### C.10.b Right to Know Legislation.

The University shall comply with all enacted "right to know" legislation and all requirements established by the State of California, Federal, and local governments. The Proposal submitted by the Vendor shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the University is obligated to disclose the contents of Proposals submitted in response to an RFP in accordance with the California Public Records Act. The Act provides that the University may withhold information on trade secrets contained in a Proposal provided each page of such information is marked by the Bidder as a "Trade Secret." If, after the Contract is executed, a third party requests a copy of any Bidder's Proposal and the Proposal contains material marked "Trade Secret," the University shall withhold information so marked if it meets the statutory definition of trade secret and if the Bidder agrees to defend, indemnify, and hold harmless the University in any subsequent legal action based on its withholding.

### C.10.c Ownership and Copying of Proposal.

All Proposals become the property of the University. All information and materials contained in a Proposal submitted to the University may be reproduced by the University for the purpose of providing copies to University personnel authorized to evaluate the Proposal

### C.10.d Auditing of Contract.

Any Contract issued pursuant to this RFP shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under the Contract. The examination and audit will be confined to those matters connected with the performance of the Contract, including but not limited to, the costs of administering the Contract.

Until the expiration of four years after the furnishing of services provided under a Contract, the Contractor shall make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Controller General, and their representatives, the Contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.

C.10.e Approval of Subcontractors.

The University reserves the right to approve all subcontractors used in the performance of the Contract.

C.10.f Cooperation with Other Vendors and Contractors.

The Vendor and its subcontractors, if any, shall cooperate with the University and the University's other vendors, contractors, and subcontractors and shall so carry on their work that other cooperating vendors, contractors, and subcontractors shall not be hindered, delayed, or interfered with in the progress of their work.

C.10.g Standards of Work.

Work performed by the Vendor shall be done in accordance with the specifications and standards set forth in the Contract and, where no specific standards are set forth in the Contract, shall be of a quality equal to the highest quality provided and accepted in the software industry for similar Work.

C.10.h Dispute Resolution.

The parties agree that any dispute between the parties concerning the Contract that cannot be resolved by the personnel charged with implementing the Contract shall be submitted in writing to a designated senior executive of both the Vendor and the University. The two executives shall engage in direct discussions in an effort to resolve the dispute, and any decisions mutually agreed by the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after it is submitted to them, either party may refer the dispute to a court of final jurisdiction or, if both parties agree, to arbitration.

C.10.i Termination for Convenience.

University may, by written notice stating the extent and effective date cancel and/or terminate the Contract for convenience in whole or in part, at any time. University shall pay the Vendor for satisfactory performance provided through the date of such termination. No termination made under this provision shall preclude the University from thereafter entering into an agreement with another vendor for similar services.

C.10.j Termination for Cause.

In the event that the University determines that the Vendor has materially breached the Contract, the University shall notify the Vendor in writing of the nature of the breach and shall give the vendor thirty (30) days during which the Vendor shall effect a cure. In the Vendor is unable or refuses to effect a cure within the 30-day period, or if after the 30-day period the University determines that the breach has not been cured to University's satisfaction, whichever occurs first, the University may, by written notice, terminate the Contract. In such event, the University may purchase or otherwise secure services and,

except as otherwise provided herein, the Vendor shall be liable to the University for any excess costs incurred by University because of the termination.

In the event that the Vendor determines that the University has materially breached the Contract, the Vendor shall provide to the University a written notice specifying the breach and shall give University at least sixty (60) days to effect a cure. If the breach is not cured to the Vendor's satisfaction, the Vendor may, by prior written notice, terminate the Contract.

C.10.k Recruitment of Personnel.

The University has a policy of open personnel recruitment, which includes the posting of position vacancies by notices, flyers, and advertisements. Individuals in the Vendor's employ may therefore learn of such openings and may apply and be considered for University employment in the same manner as any other job applicant. However, the University agrees not to direct its recruitment efforts specifically toward individuals employed by the Vendor.

In the event that an individual employed by the Vendor shall obtain University employment, the University agrees not to begin such employment until at least thirty (30) days after the individual has given the Vendor written notice of intent to accept University employment. This waiting period is in lieu of any amount otherwise charged as a placement or recruitment fee by the Vendor and shall completely discharge and release the University from and against any claims for placement fees, recruitment fees, or similar fees.

C.10.l Loss of Equipment. The University will not be responsible for the loss of equipment or materials left on University premises by the Vendor during the performance of work covered by the Contract.

C.10.m No Free Parking. No free parking space is provided by the University for vehicles used by the Vendor in fulfilling the Contract.

C.10.n Ethics. The Vendor shall comply with University policies on gifts and gratuities. The Vendor shall exercise reasonable care and diligence to prevent any action or conditions which could result in a conflict with the University's interest. During the term of the Contract, the Vendor shall not accept any employment or engage in any work which creates a conflict of interest with the University or in any way compromises the work to be performed under the Contract. The Vendor and/or its employees shall not offer substantial gifts, entertainment, payments, loans, or other consideration to the University's employees, their families, other contractors, subcontractors, and other third parties for the purpose of influencing such persons to act contrary to the University's interest. The Vendor shall immediately notify the University of any and all such violations of this provision upon becoming aware of such violations.

C.10.o Insurance Requirements. The Vendor shall at its expense obtain, keep in force, and maintain insurance to cover its performance under the Contract. The Vendor, upon the execution of the Contract and prior to commencing work under the Contract, shall furnish the University with certificates of insurance evidencing compliance with the requirements stated herein. The certificates of insurance shall obligate Vendor's insurers to notify University at least thirty (30) days prior to cancellation of or change in any such insurance. The Vendor itself shall provide thirty (30) days prior written notice of any cancellation or change in the certificate of. All insurance coverage required herein shall include The Regents of the University of California as an additional insured, but only with

respect to the negligent acts of omissions of Vendor, its officers, agents, employees, suppliers, subcontractors, or anyone directly or indirectly employed by them, or any other person or persons under the Vendor's direction and control.

C.10.p Product Liability Indemnity Provision. The Vendor shall fully indemnify, defend, and hold harmless the University from and against any and all claims, actions, and liability for injury, death, and property damage arising out of the dispensing or use of any of the Vendor's products provided under authorized University orders.

C.10.q Non-assignment. The Vendor shall not assign the Contract or any services thereunder without the prior written consent of the University. The Vendor may, with prior written permission from the University, enter into subcontracts with third parties for performance of any part of the Contractor's Vendor's duties and obligations, provided that in no event shall the existence of a subcontract operate to release or reduce the liability of the Vendor to the University for any breach in the performance of the Vendor's duties. Acceptance by the University of the Vendor's Proposal for performance hereunder, which identifies any proposed subcontractors and fully describes the duties and qualifications of such subcontractors, shall be considered permission from the University for the Vendor to enter into such proposed subcontracts. The Vendor agrees that all subcontractors shall be agents of the Vendor, and the Vendor agrees to hold the University harmless under the Contract for any loss or damage of any kind occasioned by the acts or omissions of the Vendor's subcontractors, their agents, or employees.

C.10.r Entire Agreement. The Contract executed pursuant to this RFP states the entire agreement between the parties in respect to the subject matter covered therein and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into a Contract by any oral or written representations or statements not expressly contained in the Contract. The Contract can only be modified, or any provision waived, in writing and shall be signed by both parties. Terms and conditions included in product packages or product documentation, or presented as a screen during Software installation or startup processes, are not accepted by the University unless specifically approved in writing.

## **D INSTRUCTIONS TO BIDDERS**

### **D.1 Contacts with University Management.**

Bidders shall direct all required RFP documents and any procedural inquiries regarding this RFP to:

U.S. Mail:  
Sharon Schilling, Buyer  
University of California, Berkeley  
Procurement and Business Contracts  
6701 San Pablo Ave., #218 MC 5600  
Berkeley, CA 94720-5600  
Phone: (510) 643-7205  
Fax: (510) 642-8604  
E-mail: [sschill@uclink4.berkeley.edu](mailto:sschill@uclink4.berkeley.edu)

or Express Mail:  
6701 San Pablo Ave., #218  
Oakland, CA 94608-5600

Bidders should direct all technical inquiries regarding this RFP to:

Mary Heath  
California Digital Library  
300 Lakeside Drive, Sixth Floor  
Oakland, CA 94612-3550  
Phone: 510-987-0425  
Fax: 510-893-5212  
E-mail: [mkheath@ucdavis.edu](mailto:mkheath@ucdavis.edu)

D.2 Responsive Proposals.

The Proposal shall be complete, submitted in the required format, and comply with the specifications and legal requirements. Proposals shall be returned to the University of California, Berkeley, Department of Procurement and Business Contracts no later than the deadline shown on the cover page of this RFP in order to be considered. Proposals submitted late, as measured by the University's clocks, will be rejected.

D.3 Authorized Proposal.

The Proposal and all Bidder correspondence related to it shall be from a duly authorized representative of the Bidder.

D.4 Proposal Acceptance Period.

The University will have a period of 90 days from the Proposal Submission Deadline to accept, reject, or negotiate the final terms of a Contract with the Vendor.

D.5 Vendor's Withdrawal, Modification, and Resubmission of Proposals.

Proposals may be withdrawn and/or resubmitted at any time prior to the deadline for Proposals. Proposals may be modified by a written (including faxed) request from the Vendor prior to the deadline for Proposals.

The Vendor's contacts regarding withdrawal, modification, or resubmission of a Proposal shall be directed to the University personnel identified in this RFP, unless the University directs the Vendor in writing to contact other personnel.

D.6 University's Amendments to RFP.

The University may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Such amendments will be sent by facsimile, overnight courier, or certified mail with return receipt requested to all Bidders who received a copy of this RFP from the University. If an amendment is issued after the deadline for a Letter of Intent to Propose, then the amendment will only be sent to those Bidders who submitted a Letter of Intent to Propose.

Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP.

Any Bidder who fails to receive such amendments shall not be relieved of any obligation under its Proposal as submitted.

No oral or written statements made by University personnel shall be considered an amendment to this RFP unless the statement is contained in a written document identified as a written amendment to this RFP.

#### D.7 Rejection of Proposals.

The University reserves the right to reject any and all Proposals. Any deviations from the requirements stated in this RFP may result in the University's decision to reject the Proposal because it is non-responsive. The University reserves the right to re-solicit Proposals. The University does not guarantee that a Contract will be signed as a result of this RFP.

**A Proposal received after the submittal deadline for Proposals, as shown on the cover page of this RFP, may be rejected and returned unless the delay is due to negligence of the University. It is the Bidder's sole responsibility to assure that its Proposal is received on or before the submittal deadline. A Proposal submitted in any form other than the format required may not be accepted.**

#### D.8 Caution To Respondents.

In preparing Proposals, Bidders are cautioned not to delete or alter any material which the University included in this RFP, including the University's terms, conditions, specifications, or forms, as such changes may render a Proposal non-responsive.

#### D.9 Costs of Proposal.

The University is not liable for any costs incurred by a Bidder or potential Bidder in making a Proposal. Bidders are responsible for all costs related to a Proposal, including the cost of attending meetings or making presentations.

#### D.10 Low Ball Submittals.

The University shall enter into an agreement only after it has determined that prices to be paid are reasonable. The University reserves the right to have a Bidder provide additional documentation supporting the Bidder's pricing and the Bidder's ability to meet the responsibilities stated in the RFP.

#### D.11 Bid Protest.

Any actual or prospective Bidder or Vendor who has a complaint regarding the solicitation or award of the Contract shall first attempt to resolve the grievance with the University of California, Berkeley (UCB), Manager of Procurement and Business Contracts or other University contracting officer involved in the transaction. If a controversy over the solicitation or award of the Contract cannot be resolved at this level, the complainant may file a protest or notice of other controversy with the UCB Vice Chancellor of Administration.

If the UCB Vice Chancellor of Administration becomes involved in the controversy, the UCB Vice Chancellor will appoint individuals to investigate the issues involved in the complaint, analyze the findings, consult with General Counsel, and promptly issue a decision in writing. A copy of the decision will be mailed or otherwise furnished to the complainant and will state the reasons for the decision.

A protest or notice of other controversy shall be filed promptly and in any event within two calendar weeks after such complainant knows or shall have known of the facts giving rise thereto. All protests or notices of other controversies shall be in writing. In the event of a timely filed protest, the University will not proceed further with the solicitation or award involved until the protest is resolved or withdrawn, unless the UCB Vice Chancellor of Administration consults with General Counsel and makes a written and adequately supported determination that continuation of the procurement is necessary to protect substantial interests of the University. Written notice of the decision to proceed will be given to the complainant and others the University deems as concerned with the transaction.

#### D.12 Penalty for Collusion.

If at any time the University shall find that the Vendor to which a Contract has been awarded has, in presenting a Proposal, colluded with any other party or parties, the University reserves the right to cancel or terminate the Contract so awarded and the Vendor shall be liable to the University for all loss or damage which the University may have suffered.

#### D.13 Award Selections.

The University reserves the right to make multiple Contracts as an outcome of this RFP when it is determined to be in its best interest and at its sole discretion.

#### D.14 Non-Segregation

As a supplier of goods or services to The University of California I(we) certify that racially segregated facilities will not be maintained nor provided for employees at any establishment under my/our control, and that I/we adhere to the principles set forth in executive orders 11246 and 11375, and undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within the company, with outside recruiting services and the minority community at large; to provide The University on request a breakdown of your total labor force by ethnic group, sex, and job category and to discuss with The University our policies and practices relating to your affirmative action program.

### **E EVALUATION FACTORS AND BASIS OF AWARD**

Bidders will be qualified under this RFP in a three-stage process. First the University will evaluate each Proposal based on its conformance to the RFP instructions, completeness, clarity of content, and responsiveness to the RFP requirements. Proposals that do not conform to the instructions and requirements may be rejected by the University as non-responsive. The Bidder shall meet all of the requirements, including "shalls," in Part B, Scope of Work/Specifications. If a Proposal fails to meet a "shall" requirement, the University may reject it as non-responsive.

Second, there will be a determination as to each Bidder's qualifications, including financial resources, relevant experience, and references. Proposals from Bidders who are deemed not qualified will not pass to the final stage.

The final stage will be an evaluation of the merits of the Proposal, including presentation and demonstration, and cost.

### E.1 Evaluation Criteria

Submittal responses will first be screened on a conforming/non-conforming basis. Conforming bids will be evaluated and scored on a cost-per-quality-point basis using the categories listed below. To determine the lowest cost per quality point, each Bidder's proposed total price per category as calculated by the University will be divided by the total quality points awarded to the Bidder's proposal. Quality points will be awarded by category depending upon the relative importance of each category as determined by the University.

The evaluation will consist of a two-part process. All Bidders will be evaluated on the merits of the proposal. Finalists will be further evaluated on their presentation and demonstration. Total scores assigned to the top Bidders will be derived from a summation of weighted points based on both parts.

Submittals will be evaluated by a committee of University employees. A weighted point system designed to competitively evaluate proposals will be used.

### E.2 Responsiveness

The proposal shall be prepared in a straightforward and concise manner, identifying clearly and succinctly any and all Deviations, Enhancements, and other differences that exist between the proffered services and those described in this RFP. **Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.** The proposal should be in sufficient detail to facilitate easy reference to all requested and required information.

The proposal shall be signed by an individual who is authorized to bind the bidder contractually and shall show the name of the company and the RFP identification. The signature should be presented at the beginning of the proposal. The name and title of the individual signing the form should be typed immediately below the signature.

### E.3 Basis of Award

This RFP will be evaluated and weighed based upon the merits of the Proposal, financial condition, and client references in addition to price.

To assist the Bidder in understanding the relative importance of the various categories of services for which points are available, the University has grouped the categories in the following manner:

- Specific points of focus in the proposed Development will include, but are not limited to
- Overall cohesiveness of the Plan, and how well it leads to eventually meeting the functional requirements of the proposed PIRFS.
- The appropriateness of the time allotted to the different project phases given the allotted resources
- The clarity and logic of the plan

- Inclusion and thoroughness of proposed staff training and assistance
- Characterization of proposed support subsequent to delivery
- Quality of proposed maintenance service
  
- Bidder qualifications, including, but not limited to
- Prior experience, especially where specific or analogous to Library operations
- Design and development of similar applications
  
- Presentation of resources to be used for accomplishing the plan, including, but not limited to
- Qualifications of the individual personnel proposed for the project
- Percent effort proposed personnel are to devote to the project
  
- Cost justification, including, but not limited to
- The reasonableness of the proposed costs related to the particularly associated project phases and resources

#### E.4 Meeting Functional Requirements

The Bidder must meet all of the qualification requirements.

Bidders must answer all questions posted in Part B.4. of the RFP as well as the checklist provided in Section H with the responses to each question clearly marked. Contractor may also include any additional information deemed helpful to the University in the evaluation process in this section.

#### E.5 Ability to Perform

In order to satisfy the University that each bidder has the ability to perform all aspects of this RFP, each bidder must have a sound financial position and demonstrated experience in performing similar services to those required under this RFP.

### **F PROPOSAL FORMAT**

#### F.1 Style of Response.

The Proposal should be clearly and concisely written and well-organized.

#### F.2 Proposal Format.

A Proposal must follow the format for responses described in this RFP. The electronic copy shall be furnished in Microsoft Word Version 6.0 for Windows, except that any addendum presenting graphical or photographic material may be furnished in Adobe Acrobat PDF format.

#### F.3 Table of Contents.

A Proposal must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.

#### F.4 Submittal Copies.

Bidders are required to submit nine (9) complete printed copies of a Proposal, one of which must be stamped "Original" and contain an original signature, and one electronic copy of the entire Proposal.

#### F.5 Signature of Responsible Individual.

The Proposal shall be signed by an individual who is authorized to bind the Bidder contractually. The signature shall appear on the cover page of the Proposal, together with the individual's printed name and title, the date of signature, the name of the company, and the Reference Number of the RFP.

### **G REQUIRED SUBMITTALS**

#### G.1 Bidder Cover Page

(in the format provided by the University).

#### G.2 Proposed Solution.

##### G.2.a Overview of Proposed Solution.

##### G.2.b Implementation Timeline (the Bidder's response to the University's timeline).

##### G.2.c Recommended Products and Platforms (with possible alternatives).

##### G.2.d Conversion Requirements and Recommended Conversion Plan (with possible alternatives).

##### G.2.e Training Requirements and Recommended Training (with possible alternatives).

##### G.2.f Customization Requirements and Recommended Customization Plan (with possible alternatives).

##### G.2.g Consultation Requirements and Recommended Consulting Services (with possible alternatives).

#### G.3 Cost Worksheets.

##### G.3.a Presentation of Cost Information. The Bidder should follow the following guidelines for all cost information:

- All costs for the Bidder's Proposal shall be quoted in the form of consolidated cost sheets that are clearly identified as such.
- Quote individual prices for all items in the proposed solution.
- Quote alternatives to individual pricing, such as bundled pricing or volume pricing, if offered by the Bidder.
- Provide both standard commercial prices and standard university or educational prices for all items, in addition to the prices quoted.
- Structure the worksheets so that the prices of essential items are totaled separately from optional items in the proposed solution.
- Structure the worksheets so that costs for separate phases of implementation are shown separately (if a multi-phase implementation is proposed).

- Show discounts as separate entries, i.e., as amounts deducted from the standard pricing. (This may not apply to bundled pricing.)

G.3.b Presentation of Software License Fees. The Bidder should follow the following additional guidelines in presenting Software license fees:

- Make clear what type of license is offered for each price (perpetual, annual, named user, concurrent user, installed copies, etc.).
- Indicate which product versions, supported platform(s), and machine classes are included for each price.
- Indicate whether a product is for "server" or "client," as appropriate.
- Indicate whether the scope of the Licensed Site affects the pricing and provide options for different degrees of scope.

G.3.c Recommended Products and Platforms.

G.3.d Recommended Training, Conversion, and Consulting.

G.4 Requirements Worksheets (filled out).

G.5 Product Documentation.

The bidder must provide fifteen (15) complete copies of product documentation.

G.6 Product Questionnaire.

The Bidder shall provide information on the following:

G.6.a Product History.

G.6.b Current Product Version(s).

G.6.c Staffing for Product Development.

G.6.d Staffing for Product Support.

G.6.e Problem Resolution Procedures.

G.7 Proposed Product Demonstration

Bidders shall include their requirements for space and equipment requirements for any presentation or demonstration proposed to occur at a University site

G.8 RFP Exceptions.

The Bidder shall clearly identify any and all deviations, required product enhancements, and other differences that exist between the Bidder's Proposal and the requirements of this RFP.

G.9 Agreements to be Incorporated.

If the Bidder requires that a software license and/or Software Support agreement be included in the Contract, and if the Bidder provides Source Code under an escrow agreement, the Bidder should prepare such agreements in accordance with the provisions of this RFP and include them with the Proposal.

G.10 Corporate Traits.

G.10.a Corporate History.

G.10.b Corporate Philosophy.

G.10.c Company Size.

G.10.d Organizational Chart.

G.10.e Financial Statement (or equivalent) for the last three years.

G.10.f SEC Form 10-K (for public companies) for the last three years.

G.11 References

(including universities and organizations with similar requirements, if possible).

G.12 Letter of Intent to Propose and Attend Voluntary Bidder's Conference.

G.13 University of California Business Information Form.

G.14 Compliance with Insurance Requirements

(Certificate of Insurance form).

## H Technical specifications Checklist

### Requirements Form

Vendor please refer to B.4 Technical Specifications for the full questions that need to be answered.  
Below is just a check off list.

Specification	Please circle one
<b>University Computing Environment</b>	
Will the software run on UNIX/OSF/Solaris or NT servers?	Yes No
Will the system support both local and network printing?	Yes No
Will the system provide administrative security for server configuration changes?	Yes No
Will the system provide levels of security for data modification, creation, deletion, etc.?	Yes No
<b>Product Architecture and Supported Standards</b>	
Will your application capable of accepting and transmitting ISO10160 and ISO10161 requests that are ASN.1/BER encoded?	Yes No
Are the patron interfaces on your application be web-based (HTML vers.3.0 or higher)?	Yes No
If the software is distributed, is TCP/IP used for communication between clients?	Yes No
Will the application correctly process 20 <sup>th</sup> and 21 <sup>st</sup> century dates?	Yes No
Will application support a set of basic ISO10161 send and receive APDU's (SHIPPED, ILL_ANSWER:WILL-SUPPLY,ILL_ANSWER:CONDITIONAL, ILL_ANSWER:RETRY, ILL_ANSWER:UNFILLED,CANCEL-REPLY, CHECKED-IN,OVERDUE,RENEW-ANSWER,STATUS-QUERY,LOST,STATUS-OR-ERROR-REPORT,EXPIRED, RECEIVED, RETURNED, RENEW, ILL-REQUEST, CONDITIONAL-REPLY )?	Yes No
Will the application support the OCLC extensions to the ISO standard for output of requests to the OCLC Direct ILL subsystem?	Yes No
Will the application use ODBC SQL compliant database software?	Yes No
Will the application run on UNIX, Solaris or NT servers?	Yes No
Will the application be capable of initiating a standards-based communication exchange with local campus circulation systems?	Yes No
Will the vendor implement the Circulation Interchange Protocol, once the NISO standard has been approved?	Yes No
<b>Automated routing and maintenance functions</b>	
Will the application be capable of receiving request information, including a bibliographic record, patron information, holding locations, and available locations, from the Request Resolution Service , from OCLC, and from web-based and email forms?	Yes No
Will the application be able to route requests to either a review queue for manual intervention by staff on the patron's home campus, or to the first available location, depending on the presence or absence of parameters in the request?	Yes No
If the database is distributed, will the application place a status record, including patron and request status information, in the local database of the patron's home campus ILL unit?	Yes No
Will the system support "conditionals (i.e., "Noncirculating", "This edition unavailable...do you want another edition which is?", "Raise maxcost", "Issue not yet received", etc.)?	Yes No
Will the application broker "can't supply" responses, which will be marked in the rejecting campus' files as "not filled", then route the requests to the next available location in the list?	Yes No
Will each request be secured so that only one lending unit at a time can act on it?	Yes No
Will each request retain a unique identifier throughout its life in the system?	Yes No
Will the system maintain a copy of the request, including patron and "real-time" request status information, in the local database of the patron's home campus ILL?	Yes No
Will the "history" of the request (or, transaction history) accrue and continue to be connected	Yes No

with the request (e.g., all attempts, "unfilled" information, etc. should be carried in the history)?		
When the material is loaned and subsequently returned (i.e., the transaction is completed), will the system maintain records in both the lending and borrowing libraries' databases ?	Yes	No
When an overdue item is billed for replacement and subsequently returned or paid, will the system maintain records in both the lending and borrowing libraries' databases ?	Yes	No
Will the application have the ability to determine the length of time that a request has been with any given lender, and move the request forward after a given (configurable) period of time?	Yes	No
Will the application be able to determine and act if no campus can fill a request (using the policies of the patron's home campus)?	Yes	No
Will the application be capable of outputting ISO10161-formatted requests for forwarding to the OCLC ILL or other subsystems?	Yes	No
Will the system apply a configurable and dynamic load balancing algorithm when there is a choice of lending locations; for example, priorities might be established on the basis of geographic nearness to the borrowing campus, or on libraries' rankings as net lenders?	Yes	No
Will the application be capable of communicating with local campus systems, e.g., circulation or ISO10161-compliant ILL systems?	Yes	No
Will the application be capable of properly tracking both "returnable" and "non-returnable" (i.e., photocopy, fax, or electronic copy) fills	Yes	No
Will the application include a configurable process for creating paper and electronic bills for chargeable transactions?	Yes	No
Will the application be capable of receiving ISO10161-formatted messages that update information on requests already in the system (e.g., from the OCLC ILL subsystem)?	Yes	No
Will the application be able to recognize duplicate requests from the same patron, and alert the home unit to this possible duplication?	Yes	No
<b>Patron functions</b>		
Will patrons be able to query the status of their own requests through a web client interface?	Yes	No
Will the server broker patron access either by acceptance of an authentication certificate or by doing authentication on the home campus patron file?	Yes	No
Will the patron interface be customizable (by library staff)?	Yes	No
Will the patron interface allow a patron to view only her or his own requests?	Yes	No
Will the system allow the patron to be shown only two statuses for his requests, either "In process", or "Available"?	Yes	No
Will the patron interface accept and process renewal requests for UC-owned material, and appropriate due dates in all systems should be updated?	Yes	No
Will the system should also allow each institution to configure to allow or disallow renewal requests from other institutions?	Yes	No
If the patron record contains an e-mail address, will the application generate an automatic e-mail notification when the item is available for pick up?	Yes	No
If the patron record does not contains an e-mail address, will the application generate a printed notice that the item is available for pick up?	Yes	No
<b>Circulation functions</b>		
<b><i>The Request as an ILL transaction: scenario (please see section 3.4.1)</i></b>		
Will the Fulfillment Service system create a temporary circulation record when an item is charged to the patron?	Yes	No
Will the system generate overdue notices to the patron when the item becomes overdue?	Yes	No
Will the system provide a utility for establishing local circulation policies (e.g., allow the establishment of loan and grace periods) by library staff?	Yes	No
Will the system include a discharge function that will clear the temporary circulation record when the patron returns the item, but will not, at that point, clear the base records?	Yes	No
Will the system support a billing function for overdue fines and replacement charges, as well as the export of billing information for loading into accounting systems?	Yes	No

<b><i>The Request as a local circulation transaction(please see section 3.4.1)</i></b>	Yes	No
Will the Fulfillment Service system be able to send a charge message to the lending library's local circulation system that includes the borrowing institution as the patron?	Yes	No
Will the Fulfillment Service system be able to create a temporary circulation record in the borrowing library's local circulation system, with the item charged to the patron?	Yes	No
Will the Fulfillment Service system be able to update in both borrowing and lending library circulation systems, new due dates when items are renewed?	Yes	No
<b>Staff functions</b>		
Will the system alert staff in all processing units to new requests targeted to them and support the creation of sorted pick lists or record slips (the sort to be configurable)?	Yes	No
Will the system mark records included in pick lists so that they are not printed a second time?	Yes	No
Will the system does need to include a mechanism for manual reprinting of such lists?	Yes	No
Will the staff interface support searching on the full, distributed database by request ID, patron name, patron ID number, title, author, date of request, lending library, borrowing library, call number, due date, and invoice date?	Yes	No
Will the staff interface support browsing of all requests in the distributed database relevant to a particular unit?	Yes	No
Will the staff interface support all normal processing activities - update and direct records in review queues, respond to requests, perform batch updates, print requests, display transaction histories, display work forms, edit bibliographic and other data, define and modify lending rules, define frequency for batch processes, define and maintain communication addresses, manual generation of pickup and overdue notices, and updating disposition, date filled, who filled, how filled, and other specific fields?	Yes	No
Will the system permit record updating from three different types of displays - a record display, a list display, or a record number display?	Yes	No
Will the system include a discharge function, to be invoked when the material returns to the lending library, for showing the transaction completed?	Yes	No
Will the system include a mechanism for the creation of configuration profiles for each individual library unit?	Yes	No
Will the application allow the configuration of multiple ILL units on a single campus, and each unit should be treated as a separate entity?	Yes	No
<b>Statistics and Reports</b>		
Will the use of ODBC search applications be permitted for local development of reports?	Yes	No
Will the system gather statistics and generate the following reports: borrowing and lending by institution, patron status, patron department, and fill format (i.e., print/copy or loan), turn-around time for requests by material type, and requests from a given campus for a given time period sorted by call number ranges?	Yes	No
Will the application retain the history of a request, including origination date, request closure date, material shipped and returned dates, reasons for non-fills, and patron status?	Yes	No
Once the request is complete will the system remove patron identification fields?	Yes	No
Will the fields retained and length of time after transaction completion that the record remains in the system be configurable?	Yes	No

***Attachments***

Attachment 1: University of California Terms and Conditions of Purchase, Appendix A (Rev. 5/98)

Attachment 2: Certificate of Insurance Form

Attachment 3: University of California Business Information Form

Attachment 4: Letter of Intent to Propose and Attend Voluntary Bidder's Conference

