

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR PROPOSALS

**RFP No. 15/16-19, INTEGRATED LIBRARY
SYSTEM**

**DUE DATE: April 11, 2016 at 4:00 pm
OPEN DATE: April 12, 2016 at 1:00 pm**



**Issued By:
Clay County Board of County Commissioners
Purchasing Division**

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REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, April 11, 2016, at the Clay County Administration Building, 4th floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 15/16-19, INTEGRATED LIBRARY SYSTEM

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, April 12, 2016 in the Clay County Administration Building, Conference Room “B”, fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. The Finance and Audit Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked “**RFP No. 15/16-19, INTEGRATED LIBRARY SYSTEM**” to be received until 4:00 P.M., Monday, April 11, 2016. Envelopes are to be sent or delivered in person to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Donna Fish by email donna.fish@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

RFP No. 15/16-19, INTEGRATED LIBRARY SYSTEM

(CLAY TODAY) For publication on: March 17, 2016

(CLAY COUNTY WEBSITE) For: March 17, 2016

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



S. C. Kopelousos
County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 15/16-19, INTEGRATED LIBRARY SYSTEM

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Division of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:
Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Five copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 15/16-19, INTEGRATED LIBRARY SYSTEM**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, April 11, 2016 at 4:00 p.m. and will be opened on Tuesday, April 12, 2016 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Purchasing Division before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this Proposal must be directed to **Donna Fish** (the authorized contact person) via email at donna.fish@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 31, 2016**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
8. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the

County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8. (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing policy may be viewed at the County's website by following the appropriate links from the Homepage.
13. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
14. **Debarment:** By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
15. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
16. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
17. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

18. Insurance Requirements: Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Division with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance

coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

19. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043-2525. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Division, PO Box 1366, Green Cove Springs, Florida 32043-1366. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
20. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
21. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

22. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

23. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Division. To be given consideration, such requests must be received no later than **March 31, 2016**.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

24. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
25. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
26. At the discretion of the Board of County Commissioners or the Review Committee, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 15/16-19, INTEGRATED LIBRARY SYSTEM

SECTION 1: SCOPE OF SERVICES

Intent:

Clay County Board of County Commissioners (BCC) is requesting proposals from qualified firms to supply and implement an Integrated Library System (ILS). The selected firm shall perform all services necessary to provide turnkey system that includes modules for Materials Acquisition, Online Public Access Catalog (OPAC), Patron Circulation and Accounts, Cataloging and Processing, System Administration, Reporting, and interfaces or replaces existing third party modules as indicated in the proposal. In addition, the proposal shall include data conversion and migration as well as appropriate training in all aspects of the system.

ILS Solutions:

Vendors may propose an onsite system, a cloud based solution, or a hybrid solution. The intent of the BCC is to have a robust system capable of growing and adjusting with the changes in population and technology. If an onsite solution or hybrid solution is provided then it must be SQL based. If a cloud based solution is provided is must provide access to the data via API or other method so the BCC may access the data for inclusion in our in-house reporting system.

The selected vendor can use a combination of in-house and 3rd party vendors. However the selected vendor will be responsible for acquisition of 3rd party solutions and implementation of all 3rd party solutions.

Vendor Installation and Implementation:

The vendor selected under this RFP will be at minimum responsible for the following installation and implementation services:

- Installation of ILS applications and modules
- Migrating existing data such as: patron records, bibliographic records, item records, name and subject authority records, circulation transactions (charges, bills, holds)
- Conversion of current library application software parameters with assistance in making changes as required
- Providing system testing in accordance with testing provisions
- Staff training on all ILS modules and functions
- Documenting processes and procedures as outlined in this RFP
- System administration and user documentation for the ILS
- Remain available for support and service through the life of the contract between BCC and the selected vendor
- Integration with all current 3rd party vendors as outlined in the RFP

Section 2: Proposal Instructions and Schedule

General Outline of Schedule: All dates except the proposal due date can change depending on scheduling conflicts. However the final product must be delivered and operational by Oct 1, 2016

RFP released	March 17th, 2016
RFP Inquiries	March 31, 2016
BCC response to inquiries	April 5, 2016
Proposals due at Clay County	April 11th, 2016
Rankings Completed	April 30th, 2016
Vendor Demonstrations and Interviews	May 1 – 10th, 2016
Recommendation of Preferred Vendor	May 17th, 2016
Contract Negotiations	May 24th – June 6th, 2016
Agreement Approval	June 14th, 2016
System Implementation and Training	July – Sept, 2016
System Fully Operational	October 1, 2016

SUMMARY OF PROPOSAL REQUIREMENTS AND SUBMITTAL

Proposal Format

Five copies of the firm's Proposal shall be submitted, typed on 8 1/2" x 11" paper, portrait orientation, with headings and sections numbered appropriately. The following should be submitted for a proposing firm to be considered:

Vendor's Proposal must be capable of being understood without reference to other documents, and should be organized as follows:

- Title Page showing the RFP number, subject, the firm's name, the contact person's name, address and telephone number and the date of the proposal.
- Transmittal Letter summarizing in a brief and concise manner the Proposer's understanding of the work to be performed, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal remains in effect for at least ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
- Experience and Qualifications:
 - Identify the manager and key staff who would be directly assigned to this project. Provide resume to include years of experience within the area of specialty, length of service with the firm and knowledge of local government. Please include any Library related work experience, education and/or credentials.
 - Summary of the firm's current workload and ability to satisfy the County requirements.
 - Identify the one person designated to act as primary liaison between the firm and the County. In addition, an alternate must be designated to act in the temporary absence of the primary liaison. If any services are to be subcontracted, then those Consultants must be identified, with qualifications same as outlined above, furnished as part of the submittal.
- Provide responses to sections 4 – 9 with any relevant responses to clarify statements
- References: Vendors must provide the Board of County Commissioners with at least three business references who have implemented a system similar to what is being recommended in this RFP. References must include library name and address as well as the name, email address and phone number of the contact person. The Library is especially interested in public libraries of comparable size. Please detail the project, the time from contract award to go live, and costs to implement system.

- Cost of Services: Provide in detail a cost estimate for all work to be performed. Also include any options or 3rd party products needed to complete the project as explained.
- The firm may submit additional supporting information which it deems relevant or important to its Proposal under this section. Additional supporting information is limited to 10 pages. This should include areas that you feel your organization has components that could enhance the County’s offerings but isn’t specifically spelled out in the RFP.

Scoring Matrix	Points
Experience and Qualifications	5
Response to Section 4 (Software Specifications)	25
Responses to Section 5 (System Administration)	8
Section 6 (Data Conversion)	15
Section 7 (Training\Implementation)	12
Section 8 (System)	25
Section 9 (Pricing)	10
Total	100

Section 3: Clay County Library – General Information

3.1 Background

Clay County Library System provides resources and services to help meet the informational and recreational needs of the county’s diverse community, emphasizing the development of high interest collections in all types of media and high quality programming, encouraging children’s interest in and appreciation for reading and learning, and providing access to current computer technology to assist library users.

Clay County Library System serves a county of 201,277 residents from five library service locations. The Library currently operates the SirsiDynix Symphony 3.4.1.5J ILS system and provides public access to an online catalog, numerous databases, e-books, and the Internet, through public computers and wireless. It also currently uses an electromagnetic system of circulation management; plans to add self-check units for public use; utilizes online systems and services for acquiring library resources, and in other areas of library operations. It also maintains a Web presence for public access and utilizes extensive social media for information and marketing purposes.

3.2 Current Database Size and Transaction Volume

Bibliographic Records (titles)	141,029
Items (copies, volumes)	306,696
Authority Records	0
Patron Records	73,382
Annual Circulation Transactions	762,853
Concurrent User Connections (library staff)	52
Concurrent User Connections (public users)	150
# of Locations	Main Library – 1 Branches – 4
# of Public Workstations	113
# Online Public Access Catalog Locations	22
# Print & Pay and Fines & Fees stations	7
# of Staff Workstations	84
# of Self-Check Units	0

3.3 New System Capacity Requirements

Vendor's proposed system must support the following:

Bibliographic Records (titles)	175,000
Items (copies, volumes)	450,000
Authority Records	500,000
Patron Records	100,000
Annual Circulation Transactions	1,125,000
Concurrent User Connections (library staff)	75
Concurrent User Connections (library users)	225
# of Locations	Main Library – 1 Branches – 4
# of Public Workstations	200
# Online Public Access Catalog location	30
# Print & Pay and Fines & Fees stations	16
# of Staff Workstations	100
# of Self-Check Units	16

Vendor should use these figures in Section 3.2 when determining cost for conversion and initial licensing. Figures in Section 3.3 should be used when determining costs for maintenance over five years and growth of the system.

Sections 4 and 5 use the following columns for reference:

Library Priority Column: The Library Priority column information is included to help vendors determine how important each item is to Clay County Library System. There is a 3 point scale used for indicating priorities which are defined as follows: **(1)** indicates that we expect that functional requirement to exist in the ILS and that it is critical to the library workflow; **(2)** indicates that we expect that functional requirement to exist in the ILS but not critical to the library workflow; and **(3)** indicates that the functional requirement is desirable. These priorities will be used in the weighing purposes when scoring as part of the evaluation process.

Vendor Status Column: Proposers must respond to every functional, technical, and performance requirement contained in the Software Functional Requirements section of the RFP on the tables provided. Due to the overlapping functionality between modules some requirements are intentionally represented in multiple modules. Please respond to the requirements using the following criteria:

Vendor Status Designation	Description
N	Not Available/not planned
I	In Development/Planned
P	Partially Complies – Please explain to what level
C	Complies completely – in release and currently used by customers

Section 4: Software Functional Requirements

4.1 Acquisitions

Acquisitions are one part of the Technical Processing functions that include Cataloging and Serials. These modules need to be integrated and operate seamlessly with each other. Clay County Library System uses Baker and Taylor’s Title Source and selective pre-processing for purchasing most of our print material at this time. We are looking for a solution that not only supports EDIFACT ordering and electronic invoicing but also can accommodate Enriched EDI from the vendor to overlay order records with complete catalog bibliographic records and populate item records with barcode and specific material information (price, source, location, etc.).

We are interested in a solution that easily works with an array of vendors for electronic ordering of a variety of material types.

Item #	Library Priority	Functional Requirement Description – Acquisitions	Vendor Status
General			
4.1.1	1	Acquisitions module is fully integrated with all other system modules and records are linked so that routine functions can be completed by accessing records in various ways.	
	Vendor Notes:		

4.1.2	1	System provides the following standard functions (Pre-order searching, Fund accounting, Vendor accounting, Selection lists, Ordering, Invoicing, Payments, Claiming, Cancellations, and Statistical Reporting.	
		Vendor Notes:	
4.1.3	1	System supports unlimited number of material types/formats, funds, vendors, orders, claims and transactions without additional cost.	
		Vendor Notes:	
4.1.4	1	System allows for “un-doing” functions such as “approve” or “receive”.	
		Vendor Notes:	
Vendors			
4.1.5	1	Allows for unlimited vendor accounts to include the following: Vendor name, Vendor Code, Multiple mailing addresses, multiple e-mail addresses, Telephone number, Fax number, Customer account number, SAN, EDI profile information, Customer account representative information (Name, e-mail, telephone number), Technical Support representative information (Name, e-mail, telephone number), Accounting/Billing contact information (Name, e-mail, telephone number), and Free text notes field.	
		Vendor Notes:	
4.1.6	3	Supports real-time searching of vendor databases and capture of selected items into the ILS database for ordering purposes.	
		Vendor Notes:	
Ordering and Order Records			
4.1.7	1	Ability to create various types of orders: Firm orders, Standing orders, Continuations, Gifts, Pre-paid orders, Gratis Orders, Serial Orders, Replacement orders, Memberships, and Database licensing fees.	
		Vendor Notes:	
4.1.8	1	System allows for the Import of MARC record from a cart created in a vendor’s website.	
		Vendor Notes:	
4.1.9	2	System allows for order to be attached to existing matching record without overlaying record.	

	Vendor Notes:	
4.1.10	1	Supports loading of MARC record data with order information embedded in 9XX tags.
	Vendor Notes:	
4.1.11	3	Ability to immediately identify any orders that have not been completed (order successfully sent to vendor.)
	Vendor Notes:	
4.1.12	3	Ability to identify order by status (new, approved, EDIFACT order created, order sent, confirmation received, on backorder)
	Vendor Notes:	
4.1.13	3	Allows for manual encumbering of funds for electronic databases or subscriptions where no bib record is created.
	Vendor Notes:	
4.1.14	3	Allows purchase orders numbers of variable length including dashes and other special characters.
	Vendor Notes:	
Receiving Material		
4.1.15	1	System flags items with requests on them in receiving process.
	Vendor Notes:	
4.1.16	1	Allows for additional charges on the invoice (taxes, shipping, processing, surcharges, etc.) to be prorated evenly among the items and funds within the invoice.
	Vendor Notes:	
MARC Record Loading (Catalog Records)		
4.1.17	1	Allows for complete catalog records to be downloaded and overlay temporary order records OR append full catalog records with new item information (949 tag).
	Vendor Notes:	
4.1.18	2	Allows for MARC record mapping to utilize 949 tag to create or overlay information in item record upon receipt.
	Vendor Notes:	
Selection Lists/Collection Development		
4.1.19	3	Allows library staff to create selection lists (titles) and collection development (subjects or authors) lists.
	Vendor Notes:	

4.1.20	3	Informs selector or creates selection list when item ages to “lost”.	
	Vendor Notes:		
Electronic Data Interchange			
4.1.21	1	System supports use of enriched EDI for ordering, invoicing, and claims.	
	Vendor Notes:		
4.1.22	1	System allows for library to set up and modify parameters related to EDI without Vendor involvement.	
	Vendor Notes:		
Claims and Cancellations			
4.1.23	2	Allows staff to generate on-demand claims for items not received.	
	Vendor Notes:		
4.1.24	3	Allows staff to edit a predictive claim date.	
	Vendor Notes:		
4.1.25	2	Provides preview of electronic and printed claims.	
	Vendor Notes:		
4.1.26	2	Allows claiming part of an order.	
	Vendor Notes:		
4.1.27	3	Ability to print out an electronic RMA.	
	Vendor Notes:		

4.2 Cataloging

The Cataloging functional requirement descriptions below represents our needs for an ILS that helps library staff create, maintain, and edit and delete data with an easy to use interface. We require the cataloging module to blend seamlessly with the other ILS modules with real-time updates.

Please respond to each item and provide details when necessary.

Item #	Library Priority	Functional Requirement Description - Cataloging	Vendor Status
Import and Export Records			
4.2.1	1	Supports real-time importing from OCLC (or any MARC-based cataloging source) and other sources on a record-by-record basis and in batch mode.0	
	Vendor Notes:		
4.2.2	1	All item records will include the appropriate OCLC and existing Clay County codes.	
	Vendor Notes:		
4.2.3	1	Provides a method for loading batches of bibliographic records from different record providers such as acquisitions vendors, etc. The vendors that Clay County Library utilizes as sources for bibliographic records include Baker & Taylor, Gale, Books on Tape, Axis 360, Salem Press	
	Vendor Notes:		
4.2.4	1	Provides Marc compatible bibliographic editor with field level permissions.	
	Vendor Notes:		
4.2.5	1	Ability to have multiple load tables, and to create, customize, and edit load tables without having to work through vendor.	
	Vendor Notes:		
4.2.6	2	Ability during record loading to identify and overlay duplicate bibliographic records based on specific criteria. If not, what kind of notification system is in place when duplicate records occur?	
	Vendor Notes:		
4.2.7	1	Ability to protect certain fields during bibliographic overlay (e.g. 035, 856) and have ability to reverse bibliographic overlay.	
	Vendor Notes:		
4.2.8	1	Load, import, export, and delete Marc records in an easy manner.	
	Vendor Notes:		
4.2.9	2	Ability to create item records while loading bibliographic records.	
	Vendor Notes:		

4.2.10	2	Ability to export MARC records based on customized criteria and existing Clay County holding codes on OCLC.	
	Vendor Notes:		
4.2.11	1	Includes a Z39.50 Copy Cataloging Client that can capture bibliographic records from any Z39.50 bibliographic resource.	
	Vendor Notes:		
4.2.12	1	Are there a variety of avenues to search for an item, such as author, title, ISBN, UPC Code, and publisher?	
Record Creation and Editing			
4.2.13	1	System offers a full text database that allows records for any type of material in any format to be created, migrated, searched, displayed, modified and exported.	
	Vendor Notes:		
4.2.14	1	Ability to have multi-tiered levels of viewing catalog records. For instance bibliographic records that can only be viewed by staff, and not in the OPAC.	
	Vendor Notes:		
4.2.15	1	When removing a title and/or item record, the module alerts staff if a bill or hold is associated with the material. Staff must be able to immediately investigate the open transactions without closing the removal process.	
	Vendor Notes:		
4.2.16	1	Provides functionality to add, remove, and transfer items	
	Vendor Notes:		
4.2.17	1	System allows authorized users to create and edit multiple locally defined bibliographic and item record templates from within the Cataloging module.	
	Vendor Notes:		
4.2.18	1	Ability to download, create, edit, display all non-MARC, MARC, and RDA bibliographic records.	
4.2.19	1	Provide automatic flagging of data, MARC format error checking, and MARC tag errors.	
	Vendor Notes:		

4.2.20	1	Provide capability to add URL (uniform resource locators) hot links to bibliographic records and the ability to verify URLs cataloged within MARC 856 bibliographic fields.	
	Vendor Notes:		
4.2.21	1	Provides keyboard and mouse based cut, copy and paste editing within bibliographic and item records.	
	Vendor Notes:		
4.2.22	1	Ability to create and edit multiple templates for new bibliographic and new item records.	
4.2.23	1	Ability to download, create, edit, display and Non-Marc, Marc, and RDA bibliographic records	
	Vendor Notes:		
4.2.24	1	Support for minimal-level or non-MARC (EAD, VRA, Dublin Core, VM, Music, Serial) bibliographic records (e.g. brief on-order bibliographic records) that are indexable/searchable	
	Vendor Notes:		
4.2.25	1	Support for full diacritics and ability to easily add or change diacritics when editing a MARC record.	
	Vendor Notes:		
4.2.26	1	Ability to display multiple bibliographic records at the same time.	
	Vendor Notes:		
4.2.27	1	Provide unlimited bibliographic field lengths.	
	Vendor Notes:		
4.2.28	2	Ability to create and edit item record codes without having to work through vendor.	
	Vendor Notes:		
4.2.29	1	Ability to define what the item record codes allow with regard to loan period, item suppression, overdues, patron fines, etc.	
	Vendor Notes:		
4.2.30	1	Ability to automatically include the following information in item records: barcode, call number, copy number, volume	

		location, status, price, and creator's initials.	
	Vendor Notes:		
4.2.31	2	Ability to automatically include the following information in item records: record creation date, due date, and last active date.	
	Vendor Notes:		
4.2.32	1	Ability to perform automatic validation on each barcode as the number is entered into the system. System alerts staff if item barcode is already in use or is not valid during the item creation process.	
	Vendor Notes:		
4.2.33	2	Ability to include optional pop up messages in item records.	
	Vendor Notes:		
4.2.34	2	Ability to include a note field in item records with unlimited length.	
	Vendor Notes:		
4.2.35	2	Supports the locking of bibliographic records when record is being modified or updated; first user getting edit capabilities and subsequent users having read-only option.	
	Vendor Notes:		
4.2.36	2	Supports local call number, regardless of classification scheme.	
	Vendor Notes:		
4.2.37	2	System has the ability to move item records from one bibliographic records to another, while maintaining all circulation information such as holds, fines, etc.	
	Vendor Notes:		
4.2.38	2	System provides ability to maintain, edit, update and track rotating or floating collections which can be limited to item location or collection. Describe the capabilities in your system for maintaining floating collections.	
	Vendor Notes:		
4.2.39	1	Provides spine label printing functionality with unique settings by location and item type, including a choice of fonts and styles.	
	Vendor Notes:		

4.2.40	1	Allows for complete catalog records to be downloaded and overlay temporary order records OR append full catalog records with new item information (949 tag).	
	Vendor Notes:		
4.2.41	2	Allows for MARC record mapping to utilize 949 tag to create or overlay information in item record upon receipt.	
	Vendor Notes:		
4.2.42	2	Tracks the creation, edit and last edit history for each bibliographic and item record and provides a mechanism for displaying this information, including the date and the login information for the user creating or editing the record. Tracks bibliographic edits separately from item edits.	
	Vendor Notes:		
4.2.43	1	Describe how the system does real-time indexing and display of new, updated, and deleted bibliographic holdings and authority records in staff and public modules. Allows retrieval of bibliographic records by all available search types and all system established indexed fields.	
	Vendor Notes:		
4.2.44	2	Prevents the deletion of bibliographic records which have copy/item, on order or holdings record attached or have outstanding hold requests and or bills.	
	Vendor Notes:		
4.2.45	1	Supports suppression (shadowing) of bibliographic, individual holdings and individual item records from the OPAC while still available from the staff modules.	
	Vendor Notes:		
4.2.46	2	When a bibliographic holding has no attached items, holdings or order records, it automatically deletes from the catalogue.	
	Vendor Notes:		
Authority Control Processes			
4.2.47	1	Provides Authority control for Names, Uniform Titles, Subjects, Genre and Series. Can you provide automatic Authority Control, and is there an associate cost?	
	Vendor Notes:		
4.2.48	1	Describe your process of batch load, delete and merging capabilities for the import of new and updated authority	

		records and the removal of deleted authority records from files provided by OCLC and any supplied authority vendors.	
	Vendor Notes:		
4.2.49	1	Supports multiple authority files, including separate authority indexes for Dewey name and subject headings.	
	Vendor Notes:		
4.2.50	1	Ability to link all authority-controlled bibliographic headings with the corresponding authority.	
	Vendor Notes:		
4.2.51	1	Please describe the Authority Control module's interactive authority control heading verification process. Describe what the system does when an unauthorized heading is detected.	
	Vendor Notes:		
4.2.52	3	Ability to automatically generate <i>See</i> and <i>See Also</i> references from OPACs authority records search results.	
	Vendor Notes:		
Support for Future Processes			
4.2.53	2	Describe your future plans for Resource Description & Access (RDA), and Functional Requirements for Bibliographic Records (FRBF), including adjustments to the MARC framework. What is the time frame involved in this?	
	Vendor Notes:		

4.3 Circulation

Clay County Library System has approximately 306,700 items available for Circulation with the typical books, audios and DVDs as well as EBooks. The new system needs to work seamlessly with all other modules including, patron accounts, cataloging, OPAC, Acquisitions, and execute all Ill's, Holds/reserves, Notifications, Fines & Fee collections, reporting, Billing, and Paying not only for new materials but all functions Migrated and or Converted from our existing system. We are looking toward expanding our services to offer an efficient Mobile Circulation solution, a wider variety of notification options and move toward a paperless environment.

Item #	Library Priority	Functional Requirement Description - Circulation	Vendor Status
Patron Registration			
4.3.1	1	System provides customizable registration template that allows for quick registration with required fields.	

	Vendor Notes:	
4.3.2	1	System allows for various library defined patron types with customizable user parameters, including loan rules, fine rates, material limits, and mandatory fields.
	Vendor Notes:	
4.3.3	1	System provides for easy registration duplication for multiple registrants from a single household.
	Vendor Notes:	
4.3.4	2	System provides the capability for multiple "name" fields in each patron record. Such as Official Name (first, middle, last), and Username (used to login to the public interface) and/or an alias for hold slips.
	Vendor Notes:	
4.3.5	1	System provides the capability for multiple addresses per patron record with one being designated as the primary address.
	Vendor Notes:	
4.3.6	1	System allows for patron record to be searched by name, address, phone number, e-mail address, birthdate, barcode, username, alias, or parent/guardian.
	Vendor Notes:	
4.3.7	1	System supports real time off site mobile registration through a web based device (laptop, tablet, etc) with an integrated or attached barcode reader.
	Vendor Notes:	
4.3.8	2	System supports self-registration online that flags record for verification and/or duplication.
	Vendor Notes:	
4.3.9	3	System supports digital signature capabilities.
	Vendor Notes:	
4.3.10	1	System allows for patron records to be merged while maintaining items checked out, fines, blocks, holds and history.
	Vendor Notes:	
4.3.11	2	System allows for proxy for holds pick-up, transferring hold to card used for check out.

	Vendor Notes:	
4.3.12	2	System supports linked Family Card or Group Card where Library can determine level of access and privileges between individual members of the group, i.e. parents can pay fines/bills for children, etc.
	Vendor Notes:	
4.3.13	2	System validates 5-digit patron prefix (40757) when attaching a barcode to a patron record.
	Vendor Notes:	
4.3.14	2	System auto-populates that PIN field with the last 4 digits of the primary telephone number.
	Vendor Notes:	
4.3.15	2	System auto-fills City and State when zip-code is entered.
	Vendor Notes:	
4.3.16	3	System supports attaching a patron photo to the registration that displays at checkout.
	Vendor Notes:	
4.3.17	1	System offers various methods of notification such as telephone message, text, e-mail and printed mailer, and allows patrons to choose one or more notification methods for holds, pre-notification, and overdue notices.
	Vendor Notes:	
4.3.18	1	Allows patron to opt in for receiving newsletters, program announcements, etc., when registering for card.
	Vendor Notes:	
Circulation of Material		
4.3.19	2	System allows staff to create a record “on the fly” for material that is not catalogued while in Check-out mode, without having to leave the patron checkout screen to create record, then executes checkout upon completion of record.
	Vendor Notes:	
4.3.20	1	System allows staff to change the due date for one or more items in checkout mode.
	Vendor Notes:	
4.3.21	3	System allows staff to replace barcode of an item while in

		checkout mode.	
	Vendor Notes:		
4.3.22	2	System allows renewals on items with a request pending if other identical items are available on shelf.	
	Vendor Notes:		
4.3.23	3	System allows for both password and non-password overrides based on library parameters and user login parameters based on library established policies.	
	Vendor Notes:		
4.3.24	1	When an item presented for checkout presents an alert of “still checked out to previous user” in the Circulation module, it allows staff to simultaneously check in the item and immediately check-out material to the patron who is present (while checking to see if item has a request on it)	
	Vendor Notes:		
4.3.25	3	System provides option for E-mail/text receipts.	
	Vendor Notes:		
4.3.26	1	System times-out when patron record has been idle for a designated amount of time.	
	Vendor Notes:		
4.3.27	3	System notes how material is circulated; staff checkout, self-check, mobile circulation, offline circulation, etc.	
	Vendor Notes:		
4.3.28	1	System has offline Circulation capabilities for situations where server is not available, which is then uploaded to system either automatically, or through an automated process.	
	Vendor Notes:		
4.3.29	1	System has Mobile real time Circulation capabilities. Please describe any special features.	
	Vendor Notes:		
4.3.30	1	System allows for the following various check-in options Standard, Book drop, Back dating, Fine Free discharge, Specific time/date, Damaged, Missing, In house use.	
	Vendor Notes:		
4.3.31	1	Allows for check in of material without triggering a hold (if	

		material is in need of repair, cataloging, etc.).	
	Vendor Notes:		
4.3.32	1	Circulation module supports the check-in of floating collection materials.	
	Vendor Notes:		
4.3.33	2	System notifies staff during check in that items created “on the fly” in checkout need to be sent to cataloguing.	
	Vendor Notes:		
4.3.34	2	Circulation severs the link between the item and user at check-in, but retaining the last user until the item is checked out to the next user to allow for investigation of any damage to the item.	
	Vendor Notes:		
4.3.35	2	System allows for “In House use” statistical collection, if different than running through check-in process.	
	Vendor Notes:		
4.3.36	2	System allows for grace period for material checked in at designated workstations.	
	Vendor Notes:		
4.3.37	1	System allows for fine assessment to be determined by loaning location, return location, or patron type. The system needs to account for a grace period when items are checked in after closings/holidays.	
	Vendor Notes:		
4.3.38	1	System has the ability to waive lost/processing fees and assess overdue fines after LOST material is found and returned.	
	Vendor Notes:		
4.3.39	1	System allows for renewals in patron record (while viewing items out), during check-out, and in check-in process.	
	Vendor Notes:		
4.3.40	1	System allows for renewal of a single item that is checked out as well as multiple selected items checked out to a patron.	
	Vendor Notes:		
4.3.41	1	System allows for renewal of an item when a request is present, but other available copies are on shelf.	
	Vendor Notes:		

Requests/Holds			
<i>(For purposes here Request=before item is available, Hold=Item is available for pick-up)</i>			
4.3.42	1	System allows requests to be placed by staff in the Circulation Module, by patrons using OPAC in the library or via the Internet.	
	Vendor Notes:		
4.3.43	1	System allows requests to be placed by staff on an item at the Bib level (any copy attached to Bib record) or Item level (for a specific copy of an item), or title level.	
	Vendor Notes:		
4.3.44	2	System allows for placing multiple requests within Bib/Item record.	
	Vendor Notes:		
4.3.45	1	System allows multiple requests for a single patron while in Patron Record, as set up in local Library policy allows.	
	Vendor Notes:		
4.3.46	1	System allows for patron pick-up location preferences to be set as default.	
	Vendor Notes:		
4.3.47	1	System allows for Cascading requests (ability for patrons to place a request on a series and have holds triggered sequentially). Describe how the Hold for the second in the series is triggered? Can it be cancelled?	
	Vendor Notes:		
4.3.48	3	System allows for a designate number of free holds per calendar year and then has the option of charging a fee for subsequent requests. This should also provide notification to patron prior to placing a chargeable hold.	
	Vendor Notes:		
4.3.49	1	System allows staff to manually adjust request queue position or pick-up location.	
	Vendor Notes:		
4.3.50	1	System notifies patron when request is cancelled or expired.	
	Vendor Notes:		
4.3.51	2	System allows for requests to be suspended where patron	

		continues to retain their order in the queue then remains at the top of the request queue bumping one patron at a time to fill the request until hold suspension expires or is manually removed.	
	Vendor Notes:		
4.3.52	2	System allows for ability to change pickup location after hold has been triggered to send to another branch for pick-up.	
	Vendor Notes:		
4.3.53	1	System has the capability to print hold slips in various formats, with a variety of fonts and font sizes, including using an alias for the patron.	
	Vendor Notes:		
Notifications			
4.3.54	1	System supports various notification and pre-notification methods; telephone message, printed notice, text, E-mail.	
	Vendor Notes:		
4.3.55	1	System creates automatic and on demand notifications for outstanding material or bills and fines following local library set policies and parameters, including pre-notifications for barred/blocked accounts, due date reminders, Hold and ILL Hold notifications. Describe the various formats these notifications can take, including print, e-mail, text, letter, automated telephone calls, etc.	
	Vendor Notes:		
4.3.56	1	System allows for notifications to be suppressed or sent to another. Important when notice is for a juvenile patrons but notice must be sent to an adult.	
	Vendor Notes:		
4.3.57	1	System displays item information about notifications sent in patron record.	
	Vendor Notes:		
Patron Blocks			
4.3.58	1	System provides a single screen display of all blocks associated with a patron record at checkout that includes available holds, overdue material, lost material, claims returned, fines/fees, fines accruing, and messages created by staff.	
	Vendor Notes:		

4.3.59	1	System allows for staff created messages of unlimited length that are time/date stamped.	
	Vendor Notes:		
4.3.60	1	System allows for additional messages to be added to the original message so that the narrative may be read in its entirety and in time/date order.	
	Vendor Notes:		
4.3.61	1	System allows for canned Block or message (\$2.00 fine for library card) that can be quickly added to patron record.	
	Vendor Notes:		
4.3.62	2	System allows blocks to be cleared (or put into history) as a batch instead of individually.	
	Vendor Notes:		
4.3.63	1	System allows for a limit on number of items that can be Claimed Returned based on local Library policies.	
	Vendor Notes:		
Inter-Library Loan			
4.3.64	1	Does the system have a ILL module?	
	Vendor Notes:		
4.3.65	1	Is the ILL module integrated into the ILS ?	
	Vendor Notes:		
4.3.66	1	Does it interface with OCLC WorldShare ?	
	Vendor Notes:		
4.3.67	1	System allows for patron initiated, staff initiated and staff mediated ILL self-service requests.	
	Vendor Notes:		
4.3.68	1	System provides easy creation of temporary brief item record for ILL material to circulate to patron, including cover image.	
	Vendor Notes:		
4.3.69	1	System provides for easy deletion of records for ILL material according to local Library policy.	
	Vendor Notes:		
4.3.70	1	System allows staff to manually create a bill or notification for ILL material on demand.	
	Vendor Notes:		

4.3.71	2	System has capability to build a database of libraries that have loaned materials to the Library.	
	Vendor Notes:		
4.3.72	1	System has capability to track items borrowed by CCPL multiple times in order to create a purchase alert for our library.	
	Vendor Notes:		
4.3.73	1	System has ability to print ILL labels for both borrowed and loaned material.	
	Vendor Notes:		
Searching for Material (Staff Searching)			
4.3.74	1	System has the ability for staff to search using the various standard fields: Title Browse, Title Keyword, Author Browse, Author Keyword, Subject Browse, Subject Keyword, General Keyword (Library selected fields), Call Number, Barcode, ISBN, ISSN, LCCN, Bibliographic Record Number, Utility Control Number (035), and OCLC Number.	
	Vendor Notes:		
4.3.75	1	System provides ability for staff to sort results by the following: Relevancy, Author, Title, and Publication Date.	
	Vendor Notes:		
4.3.76	1	System provides ability for staff to limit or refine results by the following: Availability, Location, Juvenile Materials, Collection, Item Type or Format and can limit by any combination of these parameters.	
	Vendor Notes:		
4.3.77	2	System allows staff to easily page through selected search results (Bib records or Copy status screen) without having to return to initial results list.	
	Vendor Notes:		
4.3.78	2	System provides easy access to previous searches.	
	Vendor Notes:		
4.3.79	3	System allows staff to save frequently used search strings.	
	Vendor Notes:		
4.3.80	2	System allows for staff to print search results without having	

		to screen shot or run a separate report.	
	Vendor Notes:		
4.3.81	2	System allows staff to retrieve current borrower, previous borrower, circulation statistics, and order information from item search results.	
	Vendor Notes:		
4.3.82	2	System provides links within the Bibliographic record display to provide for additional searches of Subject Headings, Author, and Series Title.	
	Vendor Notes:		
4.3.83	2	System allows staff to change the status of an item or a group of items by search for them and making changes by selecting items from the results.	
	Vendor Notes:		
Financial Management			
4.3.84	1	System provides a fully functional POS system that integrates with 3 rd party credit/debit card reader system with multiple service points.	
	Vendor Notes:		
4.3.85	1	System displays fine information, dates, items, etc.	
	Vendor Notes:		
4.3.86	1	System can process payments made in cash, by credit/debit, and check	
	Vendor Notes:		
4.3.87	1	System can print duplicate receipts upon request, according to local library policies	
	Vendor Notes:		
4.3.88	1	Staff may set fine thresholds, based on item type and local library policies.	
	Vendor Notes:		
4.3.89	1	System automatically blocks patron when fine threshold is reached	
	Vendor Notes:		
4.3.90	1	System blocks patron from renewing card if patron owes any fines.	
	Vendor Notes:		

4.3.91	1	System accepts payment online, and at multiple points of service in each location, whether staff generated or through a self-pay system, updating patron record in real time. The county currently uses Envisionware for this function.
	Vendor Notes:	
4.3.92	1	System e-mails or texts a credit/debit payment receipt to patrons after payment has been made
	Vendor Notes:	
4.3.93	1	System offers drop down menu on the payment screen indicating branch location payment was made at, and reason for payment, including but not limited to : printing, damage, discard/lost, ILL, overdue fines, lost card, etc.
	Vendor Notes:	
4.3.94	1	System accepts and processes partial payments,
	Vendor Notes:	
4.3.95	1	Receipts available in print, through e-mail or texting
	Vendor Notes:	
4.3.96	1	Fines accrue as per local policy by item type
	Vendor Notes:	
4.3.97	1	System allows for manual billing by staff according to local library policies
	Vendor Notes:	
4.3.98	1	System provides on screen alerts to staff regarding both “Current fines owed” and “Accrued fines up until today’s date”.
	Vendor Notes:	
4.3.99	1	Patron record displays both paid and unpaid bills.
	Vendor Notes:	
4.3.101	1	Fine reports may be run by branch, date, time, type, reason
	Vendor Notes:	
Inventory		
4.3.102	1	System has the ability for mobile inventory control in stacks with use of a tablet, laptop, or wand.
	Vendor Notes:	

Room Booking			
4.3.103	1	System allows staff with appropriate log-in credentials to create, edit and delete events while allowing viewing capabilities by all staff.	
	Vendor Notes:		
4.3.104	2	System allows for the following configurations for a room reservation: <ul style="list-style-type: none"> • Large and/or divided room • Staff interface reservation • Patron self-registration • Ability to reserve equipment for rooms 	
	Vendor Notes:		
4.3.105	2	System allows for the following options for event/course registration: <ul style="list-style-type: none"> • Waitlist • Ability to sign up for a series of linked events. 	
	Vendor Notes:		
4.3.106	2	Ability to e-mail confirmation, reminders, rescheduling, cancellations.	
	Vendor Notes:		
4.3.107	1	Ability to search and display library programs in OPAC.	
	Vendor Notes:		
4.3.108	1	Ability to add to or mask from Library Calendar.	
	Vendor Notes:		
4.3.109	1	Ability to link or view calendar on the county website via a WebAPI or IFrame	
	Vendor Notes:		

4.4 OPAC/Discovery Layer

The OPAC Functional Requirement Description seeks to find an ILS that offers a host of features such as mobile circulation, enhanced patron functionality, methods to discover new materials, integration of print and electronic resources, and many more. The OPAC is the primary gateway to our resources so a user friendly design is a major requirement. Please respond to each item and provide details and screenshots when necessary.

Item #	Library Priority	Functional Requirement Description - OPAC	Vendor Status
Interface			
4.4.1	1	System provides a consistent, predictable and uniform graphical user interface, available through the most common web browsers.	
	Vendor Notes:		
4.4.2	2	System website uses a responsive or adaptive design to fulfill viewing needs of various mobile devices (smart phones, tablets, e-readers, etc.)	
	Vendor Notes:		
4.4.3	1	System allows for customizable screen design and branding features.	
	Vendor Notes:		
4.4.4	1	Supports options for a children's online catalog that has all the search and display features of the OPAC plus a child-oriented GUI design and features.	
	Vendor Notes:		
4.4.5	1	OPAC provides an Internet gateway, and can be locked down to function only as a catalog or as a catalog with selected databases.	
	Vendor Notes:		
4.4.6	2	Support enhanced content in OPAC displays (ex. Axis 360,) including cover art	
	Vendor Notes:		
Search Functionality			
4.4.7	1	System allows library to determine the indexes to be created for the OPAC and the searchable fields to be included in each index	
	Vendor Notes:		
4.4.8	1	Support for full record keyword searching across all indexed fields, including Boolean operators.	
	Vendor Notes:		
4.4.9	1	Ability to combine any search terms in a general search such as author/title, year/format, title/publisher, or author/subject.	
	Vendor Notes:		

4.4.10	1	Supports novice and advanced user searching capabilities such as: Keyword, Proximity, Full-text searching, Phrase searching, Auto truncation, etc.	
	Vendor Notes:		
4.4.11	1	System supports an optional number search which includes: Call number, ISBN, ISSN, Bibliographic record, Item ID number, UPC, Publisher number, LCCN.	
	Vendor Notes:		
4.4.12	1	Ability to browse catalog by author, title, subjects, genre, call number, series, and material format.	
	Vendor Notes:		
4.4.13	1	Ability to search the indexing vocabularies / authority files / thesaurus.	
	Vendor Notes:		
4.4.14	1	Support for an interactive thesaurus providing “see / see also / see from” references and scope notes.	
	Vendor Notes:		
4.4.15	2	System offers predictive search technology that improves upon the traditional spell checker functionalities and utilizes the controlled vocabulary within the database. Also allows the user to see search suggestions appear dynamically and allow autocomplete capabilities.	
	Vendor Notes:		
4.4.16	1	Search function offers ability to offer “did you mean” search results that utilizes words found in the bibliographic records/database to suggest an alternate search and/or spelling.	
	Vendor Notes:		
Search Results			
4.4.17	2	System provides methods to limit or filter through search results such as: current location, branch location, date/date range, Material format (books, audio, etc.), Language, Call number, Shelving location, circulation status, genre, reading level (Accelerated Reader for children), electronic resource, specific collection, recently published materials, on-order materials, series.	
	Vendor Notes:		

4.4.18	2	System provides the following sorting options (ascending and descending): Relevancy, Author, Title, Subject heading, Genre, Call Number, Date of Publication, Material format, Status, Location, and Reading Level.	
	Vendor Notes:		
4.4.19	2	Ability for OPAC to rank hits by relevance and list the most appropriate first such as by occurrences of desired words.	
	Vendor Notes:		
4.4.20	3	Hyperlinks in OPAC records execute appropriate searches in the catalog such as: subject heading, author, title, series, genre, e-resource.	
	Vendor Notes:		
4.4.21	2	System provides priority sorting options for 2-3 fields in the advanced search. This allows sorting by multiple fields such as sort by Author, then Title or Author, then Publication Date.	
	Vendor Notes:		
4.4.22	3	Provide capability to broadcast search in multiple databases simultaneously and identify sources of merged results.	
	Vendor Notes:		
4.4.23	2	System supports searching and display of Roman and non-Roman languages and diacritics, customizable by the patron in any language required by the library. Please list all of the languages currently available for your public interface.	
	Vendor Notes:		
4.4.24	1	Search results can be refined, limited, and sorted from the initial results list.	
	Vendor Notes:		
4.4.25	1	Displays other titles in a series, including volume number, when a title is displayed that is a part of a series.	
	Vendor Notes:		
4.4.26	2	Public Interface supports the searching of local text and image database resources and can display thumbnails and links to full size files from a digital image collection. Please describe how your system searches data from remote, SQL based databases and how results are integrated into search results.	
	Vendor Notes:		
4.4.27	1	System provides an integrated search and display interface	

		that simultaneously searches the local library catalog, select commercial databases and other web resources.	
	Vendor Notes:		
4.4.28	2	System provides OPAC online tutorials and help files.	
	Vendor Notes:		
4.4.29	3	Ability to display a map of the branch locations or building floor plan where items can be found that match the patron's search results in the public interface.	
	Vendor Notes:		
4.4.30	2	Support for a "previous screen" capability, including back to index on browse list screens.	
	Vendor Notes:		
4.4.31	2	Search results can be limited to what's available on the shelf at the branch location where the search is being conducted, including the display of alternate formats (ex. EBooks, Audiobooks, large print, etc.)	
	Vendor Notes:		
4.4.32	1	Ability to hide bibliographic or item record if no copies are attached.	
	Vendor Notes:		
4.4.33	2	Ability to have patrons view full MARC/RDA record.	
	Vendor Notes:		
Patron Functionality			
4.4.34	3	System allows users to set a language preference.	
	Vendor Notes:		
4.4.35	3	Ability for logged in users to save and re-execute previous searches done during a previous session.	
	Vendor Notes:		
4.4.36	3	Ability for saved searches to be modified, reinitiated, provide automated updates of what is new since the last search and provide e-mail and RSS alerts of these new materials to patrons.	
	Vendor Notes:		
4.4.37	2	System allows any user to select records and email, download, text or print the selected records.	

	Vendor Notes:		
4.4.38	2	Patrons can print out list of items they currently have checked out. Printout should also be customizable at the administrator level. If not, please include a screenshot of what is printed.	
	Vendor Notes:		
4.4.39	1	<p>System supports the following capabilities for authenticated patrons:</p> <ul style="list-style-type: none"> ○ Upon login, offer immediate account summary display that includes items checked out, items requested, and items ready for pickup ○ List outstanding fines ○ Display historical list of payments already made ○ Display detailed list of items checked out including remaining renewals, due date, barcode, title info linkable into database and call number. In addition, patrons have ability to renew selected titles directly from the list ○ Ability to renew online. If an item is not approved for renewal how are patrons notified? Is the notification distinct? ○ Display holds filtered by whether or not the requested material is ready for pick-up and include title, author, format, pickup location, automatic cancellation date, active/suspend status, status of hold and offer ability to cancel, suspend and reactivate the hold from the screen ○ Set and maintain notification formats and addresses ○ Set and maintain search preferences in the catalog ○ Indicate preferred noticing format, i.e., email, print, text, sms, phone ○ Create book bag lists 	
	Vendor Notes:		
4.4.40	1	System allows authenticated staff to set and maintain borrower account information fields such as name, password, phone, address, etc.	
	Vendor Notes:		
4.4.41	1	Ability for the library to offer secure online credit card	

		payments to patrons for fines and fees.	
	Vendor Notes:		
4.4.42	2	Ability to increase/decrease font sizes.	
	Vendor Notes:		
4.4.43	1	Hold pickup location defaults to patron's home library but system allows patron to modify pickup location for each hold.	
	Vendor Notes:		
4.4.44	1	Allow for patrons to register themselves online for a "temporary" library card that allows the use of online resources (eBooks, databases, etc.). Print materials inaccessible until residency is validated in person.	
	Vendor Notes:		
4.4.45	3	Self-service ILL through the OPAC.	
	Vendor Notes:		
Electronic Resource Integration			
4.4.46	2	System supports a single log-in and integrates eBooks and e-Audiobooks from a number of standard vendors including Axis 360, Baker & Taylor, Recorded Books, Project Gutenberg, into one eBook management system accessible to patrons directly through the OPAC without a redirection to the vendor sites. Explain in detail how the OPAC handles electronic resource integration.	
	Vendor Notes:		
4.4.47	3	System provides similar electronic integration functionality for downloadable content such as music, magazines and videos.	
	Vendor Notes:		
4.4.48	2	System supports real-time display of availability of titles from multiple vendors, including the number of patrons in the request list.	
	Vendor Notes:		
4.4.49	1	System provides authentication for online services. If so, please describe how your system restricts access to different resources.	
	Vendor Notes:		
4.4.50	3	System provides an OpenURL resolver for accessing online	

		resources so when a user clicks on an OpenURL link, the OpenURL resolver looks through the library's subscriptions to determine if a full text version of the item is available.	
	Vendor Notes:		
4.4.51	2	For electronic resources, the system provides capability to place holds, add to wish-list, perform one-click downloads, renew (if title has no holds), and return titles early through the OPAC.	
	Vendor Notes:		
4.4.52	2	System supports search and filter by type of device to be read/listened on (ex. Kindle) without having to know the exact format name (ex, .AZW).	
	Vendor Notes:		
4.4.53	3	System is integrated with social networking sites such as Facebook, Twitter, Pinterest, etc...	
	Vendor Notes:		
4.4.54	1	Allow patron "Suggestions for Purchase" for e-content within the OPAC.	
	Vendor Notes:		
Administrative Functions			
4.4.55	3	Ability to add program events in catalog to discover within a search. Feature ads for programs with specific keyword.	
	Vendor Notes:		
4.4.56	2	System supports both server and client interfaces under Z39.50 and supports broadcast searching.	
	Vendor Notes:		

4.5 Reporting Module

Clay County Library System relies on the collection of accurate and comprehensive data to measure our circulation, acquisitions, general usage. We use these reports to monitor our goals and align our resources to fulfill community needs. Staff at all levels working in varying modules need the ability to receive scheduled standard and customized reports as well as they, themselves create ad-hoc on-demand reports within their respective modules. Please respond to each item and provide details and screenshots when necessary.

Item #	Library Priority	Functional Requirement Description - Reporting	Vendor Status
4.5.1	1	System contains a number of standard or immediate reports which are available from within each module of the system. Please provide screenshots and/or describe the types of standard reports available. Allows scheduled reports to run at a date and time specified by authorized staff.	
Vendor Notes:			
4.5.2	1	Report generator which allows users to easily query the database by combinations of user-selected fields and criteria but DOES NOT require any specialized SQL experience.	
Vendor Notes:			
4.5.3	1	If the library were to define specific fields in the patron record, would those fields be available through the report generator provided by your system?	
Vendor Notes:			
4.5.4	2	System offers customized Reports – SQL (or equivalent) access into the data set to produce more complicated reports. Please describe and/or provide screenshots of the high-level reporting capabilities available in your system.	
Vendor Notes:			
4.5.5	1	System offers multiple easy to understand methods for exporting and/or downloading reports making the data universally accessible (ex. csv file) to facilitate data manipulation, transfer and sharing.	
Vendor Notes:			
4.5.6	1	System provides method for automating the creation of regular, daily, weekly, and monthly reports (e.g. circulation, overview, collection snapshot, acquisitions activities, etc...). These generated reports (custom or standard) can be saved, printed, or exported as a PDF or Excel file.	
Vendor Notes:			
4.5.7	1	System provides general usage statistics such as catalog search queries, breakdown of search types (ex. keyword, title, author, etc).	
Vendor Notes:			

4.5.8	1	<p>System provides all of the following reports by count and list without special SQL experience:</p> <ul style="list-style-type: none"> ○ Cardholders by Type ○ Active Cardholders (use in last 2 years) ○ Circulation count broken down by branch and item type, call number, location, level, etc. ○ Daily, weekly, monthly and annual counts of circulation of material types and call number ○ Missing/Lost/Trace Items ○ Items placed on hold and number of holds fulfilled (branch breakdown, daily, weekly, and monthly totals) ○ Renewals by branch and method (in person, online, self-check) ○ Self-check usage statistics ○ Checkout by branch ○ List of items that have Claims Returned status ○ List of items in-transit, and in transit too long ○ Number of items checked in, routed-in by branch by day, week and month. 	
Vendor Notes:			
4.5.9	1	<p>System provides all of the following reports by count and list:</p> <ul style="list-style-type: none"> ○ number of unique full MARC bibliographic records (able to separate by type) ○ number of copy/item records ○ number of summary holdings records ○ number of authority records ○ number of all records added or deleted from the system (all record types) by specific date or range of dates ○ lists of newly cataloged records ○ list of new items ○ duplicate records identified in batch report of new, updated or deleted subjects, titles, names and series ○ number of items in each location broken down by call number and item type, level, and branch 	
Vendor Notes:			
4.5.10	1	<p>Performs housekeeping task by changing status of groups of users, or removing users or items in batches when necessary.</p>	
Vendor Notes:			
4.5.11	1	<p>System provides the following money reports:</p>	

		<ul style="list-style-type: none"> ○ Cash reports by fine, type of payment and by branch (daily, weekly, monthly, or specified date range) ○ Fine reports broken out by fine type, branch, and date fine assessed. <p>Please identify which money reports are not available and any alternate methods that we can use to achieve a similar output.</p>	
	Vendor Notes:		
4.5.12	3	System provides a report of “broken links” from all bibliographic and item records from supported link verification process. Describe how this report will be created in your system.	
	Vendor Notes:		
4.5.13	2	System provides a report of any bibliographic records which are overlaid during a batch load.	
	Vendor Notes:		
4.5.14	1	Describe the cash drawer reporting capabilities, including what configuration requirements there are to implement and any limitations such configurations cause.	
	Vendor Notes:		
4.5.15	1	Pull list (list of holds to be pulled by each branch) can be customized for the fields displaying in pull list and the order of items.	
	Vendor Notes:		
4.5.16	2	Module provides a list of most popular items by location, classification, and subject area.	
	Vendor Notes:		
4.5.17	1	Ability to create reports of useful information and processes to support collection development and selection activities. For example, the number of items added or deleted in a specific call number range, and determine if deleted item is last copy.	
	Vendor Notes:		

4.6 Serials and Newspaper Index Module

The Serials functional requirements descriptions below indicates our needs for staff to create, maintain and utilize as many automated features as possible to handle the ongoing nature of Serials including their own separate search functions for staff and public through online system.

Please respond to each item and provide details when necessary.

Item #	Library Priority	Functional Requirement Description – Serials and Newspaper Index	Vendor Status
General Process			
4.6.1	1	The Serials module must be fully integrated with the other system modules so no information is duplicated. Operations executed in the Serials Control module shall be reflected throughout the database in real time.	
		Vendor Notes:	
4.6.2	1	Ability to accommodate all types of serials, including: Periodicals, Continuations, Newspapers, Annuals, Government documents, Memoirs, Monographic serials, Supplements, Indexes, Loose-Leaf material, Microfilm, Gift subscriptions, donations, and zines.	
		Vendor Notes:	
4.6.3	1	Supports the following searches in the staff interface: Keyword, Vendor name, Vendor code, Vendor title number, ISSN, System ID number, Bibliographic control number, Title, Location, PO Number, Invoice/Statement number.	
		Vendor Notes:	
4.6.4	1	Supports the creation of bibliographic or other type of records to facilitate the recording of payments for individual serial titles, memberships, electronic resources and subscription packages.	
		Vendor Notes:	
4.6.5	1	Supports the display of summary holdings records from the serials module in the public interface. Please describe how summary holdings statements (ex. vol. 1-3, 200-2003) are entered and maintained in your system. Can this information be automatically updated as issues are received? Does your system utilize the MARC 21 format for holding data?	
		Vendor Notes:	
4.6.6	3	Provides method for accessing online serials through the ILS interface.	
		Vendor Notes:	
4.6.7	2	Ability to have access to all versions of issue dates available in spite of the frequency (seasonal, month, month/day/year, year), rather than have certain issue dates locked out due to the type of frequency that is picked, publisher's embargoes	

		notwithstanding.	
	Vendor Notes:		
4.6.8	1	Allows receiving staff to add barcodes and item records through the Serials module without having to switch between modules.	
	Vendor Notes:		
4.6.9	1	Please describe the label printing capabilities and the customizations possible for serials in your system.	
	Vendor Notes:		
4.6.10	1	Ability to allow/disallow borrower holds/requests at the copy level for different subscriptions or branch locations, following local library policies.	
	Vendor Notes:		
4.6.11	2	Ability to batch delete older standalone digital and print issues when they are discarded. Please describe process.	
	Vendor Notes:		
4.6.12	2	Ability to batch or globally update the summary holdings records.	
	Vendor Notes:		
4.6.13	1	Serials record must have editable holdings statements that are automatically updated whenever items are added or deleted, or go missing.	
	Vendor Notes:		
4.6.14	1	Integration with acquisitions module for payment and accounting functions.	
	Vendor Notes:		
4.6.15	2	Ability to print customizable and editable spine labels.	
	Vendor Notes:		
4.6.16	2	Describe the process of deleting the run (prediction) serials.	
	Vendor Notes:		
4.6.17	1	Can easily receive non-predicted issues, issues that come out of order, and irregular serials.	
	Vendor Notes:		
Check-in Process			

4.6.18	1	System alerts staff that an issue has not been received, according to pre-established policies set by local library policies, and in compliance with publisher's contract	
	Vendor Notes:		
4.6.19	1	Ability to provide the following data elements in the check-in record: Past and future issues, Cover dates, Enumeration, Arrival or expected dates, Number of copies received, Claimed and late issues, Notes for individual issues, and Barcode.	
	Vendor Notes:		
4.6.20	1	Ability to define check-in patterns that accommodate all types of frequencies (ex. weekly, monthly, quarterly) for both regular and irregularly (ex. supplements, double issues) published serials. The frequency of check-in card should be easily changed, without changing the pattern template for the rest of the serials.	
	Vendor Notes:		
4.6.21	1	System supports centralized and decentralized check-in so branch libraries in a multi branch system are able to maintain their own serials control records for check-in.	
	Vendor Notes:		
4.6.22	1	With each check-in, ability to automatically record the issue enumeration and/or chronology, date received, notes, number of copies expected and claim any copies not received.	
	Vendor Notes:		
4.6.23	1	Module supports the electronic transmission of claims to EBSCO.	
	Vendor Notes:		
4.6.24	1	Ability to control circulating status/availability of copies based on both time elapsed since acquisition. Clay County Library System does not allow the most recent issues to circulate. All of the back issues are free to circulate. Does your system have the ability to automatically move any older issue once the most current is checked in?	
	Vendor Notes:		
4.6.25	1	Serials module is SISAC compliant and supports check-in by scanning the SICI barcode.	
	Vendor Notes:		
Claims			

4.6.26	1	Serials Control module flags late items for claiming purposes.	
Vendor Notes:			
4.6.27	1	<p>Module enables an authorized operator to perform a number of standard claiming activities such as the following:</p> <ul style="list-style-type: none"> ○ allow claims on demand ○ generate claim notices at intervals specified, in printed and machine-readable format ○ sends claims for a missing item or copies and to specify the text of each claim ○ to determine claim action dates by expected receipt dates combined with an operator-specified claim interval ○ to change the claim interval for each title at any time and to identify issues requiring second and third claims according to library policies. 	
Vendor Notes:			
4.6.28	1	System must record and retain specific details of claim responses.	
Vendor Notes:			
4.6.29	1	System must integrate with third party vendors, especially Ebsco, and allow for the use of specific claim codes required by said vendors, such as: M/D/Y, v., iss., v., #.	
Vendor Notes:			
Newspaper Index			
4.6.30	1	Vendor provides a separate database capability where Clay County Library System can maintain its current newspaper index, update it, and provides access to it by the public.	
Vendor Notes:			
4.6.31	1	Vendor provides a flexible database environment enabling Clay County Library System in the future to define and develop databases for other purposes, for example, Community Information.	
Vendor Notes:			
4.6.32	1	Newspaper Index is maintained and updated in a full MARC database with tags, subfields, authorities and other standard requirements.	
Vendor Notes:			

4.6.33	1	Newspaper index has its own separate search facilities for both staff searching and in the library OPAC, with search parameters defined by the library.	
	Vendor Notes:		
4.6.34	2	System provides comprehensive statistics on newspaper index use for any defined period of time, for all authors, titles and subjects maintained in the database.	
	Vendor Notes:		
4.6.35	1	Vendor converts current newspaper index parameters to its system and provides assistance in making changes as required.	
	Vendor Notes:		
4.6.36	1	Vendor converts and loads all current library Newspaper Index records to its system.	
	Vendor Notes:		

Section 5: System Requirements and Vendor Services

5.1 System Administration

In the System Administration requirement description below please answer how much flexibility the System Administrator has in editing and customizing the various ILS modules.

The third party integration of vendor hardware and software solutions is fundamental to our day-to-day processes. If there are issues regarding compatibility please describe them below and provide suggestions for work arounds using your ILS solution.

Item #	Library Priority	Requirement Description - System Administration and 3rd Party Integration	Vendor Status
Administrative Functions			
5.1.1	1	System provides an administrative interface which allows designated staff to set, edit and export all parameters, standardized codes and settings available in the system, including the circulation parameters which control loans, holds, notices, fines, fees, etc.	
	Vendor Notes:		
5.1.2	1	System provides access restrictions which can be set through the System Administration settings for all modules.	
	Please describe the various permission levels available and how those are managed by the system administrator.		

	Vendor Notes:	
5.1.3	1	Describe how your system defines media or material type at the item level and if this information can be used to control the circulation rules (e.g. varying lending periods) and display options in the OPAC through System Administration.
	Vendor Notes:	
5.1.4	2	Please describe the codes available within a patron record, including patron types which are managed through System Administration. Will the System Admin be able to edit, or add new codes and set parameters?
	Vendor Notes:	
5.1.5	2	Library can create and update the content and format of all text, and email notifications related to overdue items, holds, recalls, etc.
	Vendor Notes:	
5.1.6	2	System supports the use of the last 4 digits of the patron phone number as the default PIN number for patron login online.
	Vendor Notes:	
5.1.7	2	Describe the entire process for creating and processing offline transactions both at the staff client end and the server end.
	Vendor Notes:	
5.1.8	3	Ability for the library to make changes to the logic used to determine “relevancy” in the OPAC searches.
	Vendor Notes:	
5.1.9	2	Ability to create additional library defined bill types (ex. library card, donation, printer override, etc.) and have those types paid through the e-commerce functionality in the system.
	Vendor Notes:	
5.1.10	2	Option to suppress notices by type or form or patron type. For instance, no notices sent to staff, or only email notices to staff.
	Vendor Notes:	
5.1.11	2	System automatically stops sending email notices to a patron once an email has been bounced back or returned to the library. Will the emails be flagged as bounced back?
	Vendor Notes:	
5.1.12	1	System supports the automating of the following tasks:

		daily backups <ul style="list-style-type: none"> ○ daily email notice bounce flags patron record ○ Suppress email notices once a notice bounce flag has been set ○ daily updates of holds pull list ○ daily blocking of delinquent accounts ○ daily notice creation ○ system monitoring of server disk space, memory usage, CPU utilization, and process status 	
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Section 6.0 – Data Conversion

- Detail out the specific schedule for conversion of the data in the current ILS to the new system. This should include a two step conversion process. The first conversion should be completed into a test environment to allow County staff at least 2 work weeks to test and verify the conversion process.
- Detail at what point the system would need to be locked and staff remain out of system for final conversion and testing. If no lock out is needed please detail how changes will be replicated into new system after conversion is completed.
- Specify the expected conversion rate the county can expect for the data. Please explain any conversion rates less than 99.99% (1 error per ten thousand records).
- The County will use a random sampling of their choosing to determine if the data was converted properly during both the test and final stage. Please detail what access to the data county staff will have before the final conversion to determine acceptable conversion rates.

Section 7.0 – Training and Documentation

- Detail all levels of training that will be made available to the staff. This should include method of delivery, length of time for class, and who should attend
- Pricing for training will be based on 10 days of onsite training. Please explain your training plan and if 10 days is adequate for a county of our size.
- List all documentation that will be provided and in what format the documentation will be provided
- Give examples of the online help that is available from the system for a standard user in the system.

Section 8.0 – Additional System Requirements, 3rd Party Integration and Functionality

- Explain how the system supports the following functions throughout the system
 - Z39.50 Connection and searching
 - Cascading windows features with the ability to view multiple screens and toggle between them through the system
- List all Operating systems that are supported by the various components of your system. This includes Staff PCs, Patron PCs, OPACs, Servers if onsite solution, etc
- Explain the overall structure of your system.
 - If onsite, what hardware is required and what server specifications are required to support the proposed load as described in Section 3
 - If SaaS\Cloud based solution please detail the following elements of your system
 - How are backups performed and what access level to restore a back up does the county have
 - Where are your servers hosted and what redundancy is in place
 - Detail out the full security system that is in place to prevent unauthorized access and physical loss of data due to fire, acts of nature, etc. This should include both physical security and system security
 - What is your established level of uptime for the last 2 years as measured on a daily, weekly, monthly, yearly basis.
- The county currently uses the following hardware. List any areas that are not compatible. Also list any areas where the system will be limited by the current hardware.

Printers currently being used: Epson TM T88III

Notification printer currently being used: Tally T6212

Barcode scanners currently being used: Honeywell Metrologic Voyager CG MS9540

Label printer currently being used: Panasonic KX-P2130

- Detail the road map for the system for the next 12-18 months. What advances are being proposed to the system. Also include method and determining factors for changes to the system as technology changes.
- The current system utilizes Envisionware software for various functions including print management, PC Reservations and credit card payments. Detail how your system can integrate with this technology using SIP2 interfaces. Please also provide details, if the proposed system has these functionalities included thus eliminating the need for the 3rd party add ons. If the system does have these functionalities please detail how these functions work in comparison to Envisionware.

- Explain the integration that is available with Axis 360 and Baker and Taylor Title Source 360. Also include details on other integrations that are available with other vendors.
- System requires use of text, email, phone or other notification methods. Detail out which methods are available in your system. Give specific details on how these operate, what technologies are required on the county system. In addition, provide information on the capacity of these systems for the county to utilize.
- Detail how updates are performed to your system and in what intervals. If a SaaS\Cloud solution detail how the system administration is notified of updates and at what times maintenance is scheduled. How are jobs that are scheduled to run during down times handled?
- Explain in detail the process for printing mailed notices. This should detail the physical method of printing to ensure protection of personal information while minimizing staff involvement in the process.
- Explain all processes that the System would run in the evening or after hours to reorganize the data. Explain why this is necessary and what functions are effected by not being indexed in real time. Also detail out what reports or notifications are received by System Admin to insure that processes are executed.
- Explain how processed such as daily blocking of delinquent accounts, Hold pull lists and other daily functions are handled. Explain what level of staff involvement is required.
- Explain the process of moving juvenile related records to adult records. Include timing and reports that are done to report accuracy.
- List all canned reports available in your system. In addition, explain the ad-hoc reporting system and what fields are available. Are custom fields included in the ad-hoc reporting model? What ability or restrictions are there between cross-table, cross-function query functions?
- Detail the levels of customer support available. Include all hours and methods of customer support. Also detail how you prevent unauthorized changes to the system when users access customer support. Is a customer portal provided where requests can be submitted and monitored?
- Detail how the system handles deleted records. Do any records actually get deleted or are they held in an archive. Explain how the link between patron and circulation is severed. Explain the process of maintaining the last user of an item for damage, etc.
- Detail the ownership of the data and how your company handles requests for the County's data from 3rd parties.
- Detail how your system handles batch deletion of records based on a selection or filter. Does the system allow for review of these records before deletion? Do these records get

archived in the system? Can archived or deleted records be recovered on an individual record level?

- Does the system support the ability to automatically identify and delete specific fees such as Lost Processing fee when a book is returned? Please list fees which are identified and automatically removed or can be.
- Please list methods in which the patron last activity or last action is updated in the system.
- Explain how the process for allowing patrons to register themselves online for a “temporary” library card works. What do they have access to? What prompts are given to the user and the staff to indicate the user wasn’t verified. What process is done to prevent duplication of patrons over time?
- System supports a single log-in and integrates eBooks and e-audio books from a number of standard vendors including Axis 360, Baker and Taylor, Recorded Books, Project Gutenberg, into one management system accessible to patrons directly through the OPAC without redirection to the vendor sites. Explain how the online system and in library OPACs handles electronic source integration.

Section 9 – Pricing

Detail pricing for the specified system as described in the above sections. The matrix in Sections 3.3 and 3.4 should be used for sizing of overall system

Item	Cost
Software Acquisition\Licensing	
Onsite Training for 10 Days (This should be inclusive of travel, hotel, per diem, etc)	
License and Maintenance Cost for years 2-5 (4 years)	
Cost for migration and conversion data as described in Section 6.0	
Costs for 30,000 Text Messages annually	
Costs for 10,000 RoboCalls annually	
Costs for 50,000 Emails annually	
Any additional Costs (please describe) to complete turn-key system as described	
Total of above items (used in rankings)	

Cost of additional days of training - onsite	
Cost per day of training – Web Based	
Detail any additional modules and costs	

RFP No. 15/16-19, Integrated Library System

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

“NO BID” Statement
RFP No. 15/16-19, Integrated Library System

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives (see Example 3 attached). All staff assigned to evaluate bid and RFP responses shall do so observing all

requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverages as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000

- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was:<http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>.

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the

notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, qualifications, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be

deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the

requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification

regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions box*, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.