Version 2.2.15

UNLV | PURCHASING & CONTRACTS

**BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV")**

**REQUEST FOR PROPOSAL# 654-LN
FOR LIBRARY SERVICES PLATFORM AND DISCOVERY SYSTEM**

RELEASE DATE: <u>**WEDNESDAY, FEBRUARY 24, 2016**</u>

LAST DAY FOR QUESTIONS: <u>**TUESDAY, MARCH 8, 2016 AT 5:00PM**</u>

LAST DAY FOR ADDENDA :   <u>**TUESDAY, MARCH 15, 2016 AT 5:00PM**</u>

OPENING DATE, TIME AND LOCATION: <u>**TUESDAY, MACH 29, 2016 AT 3:00PM**</u>

SUBMITTAL LOCATION: University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, **five** (5) printed hardcopies and **one** (1) electronic copy on CD or flash drive, and only **one** (1) printed Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)")**. All Proposals must be received on or before this date and time to be considered.**   Proposals may be mailed or hand delivered to the address above. Please go to http://maps.unlv.edu/ to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

**Leslie Nilsen, Purchasing Analyst
leslie.nilsen@unlv.edu
Phone: 702-895-1893
Fax: 702-895-3859**

Companies wishing to do business with UNLV must first register as a supplier at the following website: https://supplierregistration.purchasing.unlv.edu/. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A
INTRODUCTION

1. **PURPOSE OF REQUEST**
    The purpose of this Request for Proposal ("RFP") is to invite Proposals from qualified and established Proposers for a hosted library services platform ("LSP") and discovery system (collectively referred to as "Solution") to meet the staff based resource management and end-user discovery needs of the University of Nevada-Las Vegas ("UNLV") University Libraries, and, potentially, other southern Nevada libraries within the Nevada System of Higher Education ("NSHE") (collectively referred to as "Participating Libraries"). In addition to UNLV University Libraries, the Participating Libraries may include the UNLV Law Library, the College of Southern Nevada ("CSN"), Nevada State College ("NSC") and Desert Research Institute ("DRI"). UNLV University Libraries is serving as the lead entity for purposes of evaluating responsible Proposals and making any final determination related to the Proposals. Possible outcomes of this RFP include:
    a) UNLV University Libraries decide to proceed to contract negotiations for a Solution to be utilized solely by the UNLV University Libraries;
    b) UNLV University Libraries decide to proceed to contract negotiations for a Solution to be utilized by the UNLV University Libraries and one, two, three or all four of the other Participating Libraries; or
    c) UNLV University Libraries and the rest of the Participating Libraries decide to remain with their current system.

    This RFP seeks a modern, flexible library services platform to replace the legacy integrated library system presently in use, Innovative Interfaces' Millennium, in use since 1999 ("ILS") as well as an integrated end-user discovery solution (presently a combination of the Millennium OPAC, ProQuest Serials Solutions Summon, and ProQuest Serials Solutions A-Z journal list). The successful Proposer will provide a Solution with a modern, flexible library services platform, based on the latest computing technologies and network architectures that offer efficiencies and streamlined workflows optimized for resource management and end user discovery of both electronic and print resources. The Participating Libraries desire a long-term commercial partner that will deliver a robust Solution as well as an accompanying strong set of services, training, and support.

    Libraries' Background
    The UNLV University Libraries, situated in Las Vegas, Nevada, is comprised of a main (Lied Library) and three branch libraries (Architecture, Music and Curriculum Materials). The other Participating Libraries are administratively separate from the UNLV University Libraries, though there is a strong tradition of collaboration, including, at present, a shared integrated library system. The other Participating Libraries are located in Las Vegas and Henderson, Nevada. Relevant statistics for the Participating Libraries:

	Participating Library 1 UNLV University Libraries	Participating Library 2 UNLV Law Library	Participating Library 3 College of Southern Nevada	Participating Library 4 Nevada State College	Participating Library 5 Desert Research Institute
Parent Institution FTE	20,872	(parent institution is UNLV)	18,835	2,102	309
Library Full Time Staff Count	107	13	27	4	1
Present Bibliographic	2.4M (includes 615k records	845k (includes 615k records	79,800/print	Approximately 18k print eBooks managed	5787

Record Count	shared w/UNLV Law Library)	shared w/UNLV University Libraries)	128,500/ electronic	through our knowledgebase- provide access to over 1.2 million eBooks.	

2. **UNIVERSITY OF NEVADA, LAS VEGAS**

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

3. **TERMINOLOGY**

RFP   The term "RFP" as used throughout this document will mean Request for Proposal.

PROPOSER   "Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.

CONTRACTOR   Successful Proposer(s)

CONTRACT DOCUMENTS   The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications

CONTRACT   "Contract" is the final agreement with the Contractor.

DIRECTOR   The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.

REQUEST   Request for Proposal, RFP

RFP RESPONSE FORM   Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.

ROYALTY OR PRICING
RESPONSE FORM   Proposer form submitted in Section E that sets forth the applicable pricing.

GENERAL TERMS
AND CONDITIONS   By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS	Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).
UNLV	University of Nevada, Las Vegas
NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.
COMPANY(IES)	"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.
AFFILIATE(S)	"Affiliate" means an entity that controls, is controlled by, or is under common control with the Company.

SECTION B
SUBMISSION INSTRUCTIONS

UNLV invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing Fee Response Form, RFP Response Form, sample insurance form, and minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

   a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.

   b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form.** Proposal may be considered non-responsive in the event Addenda are not acknowledged.

   c) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

   d) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

   e) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and MUST indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**

   f) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.

   g) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.

   h) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.

   i) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

   j) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.

k) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: http://go.unlv.edu/purchasing/solicitations and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

l) Altering any of this RFP may render the Proposal null and void.

m) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.

n) All Proposers, by signing the **RFP Response Form,** certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated. Please note that an award is not final until there is a fully negotiated signed Contract.

o) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

p) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.

q) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.

r) UNLV reserves the right to contract for less than all of the services identified herein.

s) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Act. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

2. **EVALUATION OF PROPOSALS**

a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.

b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.

d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.

e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.

f) Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
1. Reliability & Stability, Experience, and References	20
2. Systems	20
3. Staff Resource Management & Business Functions	70
4. Discovery and User Experience/Proposed Functionality	20
5. Pricing	70
Total Possible Points	**200**

1. Reliability & Stability, Experience and References   **Total Possible Points 20**
   A. Reliability & Stability

   The Proposer should provide the following information about his/her Company so that the UNLV can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline of the Company's background should include:

1. How many years has the Company been providing library services platforms and discovery systems and the related Solution services requested in this RFP?
2. Provide a brief description of the Company (e.g., past history, present status, future plans, etc.).

   i. Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have "partnership" arrangements.
   ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?
   iii. Identify the number of employees in your Company.
   iv. Within the past five (5) years has (i) a general assignment been made by Company or any Affiliate for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company or any Affiliate been placed voluntarily or involuntarily in any receivership; or (iv) has the Company or any Affiliate defaulted on any loan, or been otherwise unable to pay its debts.
   v. Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services/software/products to be provided, and if so, explain the nature and status.
   vi. Within the past five (5) years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the

termination(s) including the date or termination and the other parties' name, address, and telephone number.

   vii. Disclose any potential conflicts of interest, or appearance of conflict, which might arise if your Company was selected for this project. Such disclosure should include compensation which may be paid in either hard dollars or soft dollars by any source to your Company.

   viii. Disclose any conflicts of interest you or your Company may have with UNLV, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

3. Detail any key employees that would be involved in implementing and maintain the proposed Solution.

4. Describe any specific experience with university libraries.

5. Demonstrate your history as a trusted partner to libraries, museums, archives, or similar cultural institutions.

6. Provide a list of subcontractors (if any) and their expected role.

B. References

The integrated Solution should be presently installed and in use at a minimum of ten academic libraries. Please indicate whether your proposed Solution meets these criteria and provide a list of these libraries.

Provide a minimum of three (3) references that are existing customers utilizing the Solution which appear to most closely match the demographics of the UNLV University Libraries, in terms of collection size and overall user base (e.g. staff size; institution student population). Higher Education references are preferred. The information provided should, at a minimum, include:

Name and location of institution
Name and title of contact at institution
Telephone number of contact
Email address of contact
Software licensed and operation date(s)

2. Systems   Total Possible Points 20
A. Proposed Solution

1. Provide the name, release version name and number, etc. to specifically identify the Software product(s) and all modules that are included in the proposed Solution.

2. How long has your software Solution been on the market?

3. What is the current release version of your product/Solution?

4. How many prior versions of your product have been released to the market?

5. The integrated Solution must be functionally complete. If there are components specified which are not in established public release, provide as much detail as possible about the current stage of development and anticipated release date.

6. What percentage of your Company's staff is dedicated to your proposed Solution?

7. What percentage of your overall product revenues is from this Solution?

8. Describe any relevant awards or analyst coverage your Solution has received?

B. Mandatory Requirements

The following is a high level list of mandatory Solution requirements. The Proposer shall address each area and provide detailed information on how their Solution meets the following requirements. If a particular function isn't automatic, but can be configured to achieve the same result, UNLV may, at its sole election, determine that the requirement is met. Please note in your Proposal if a particular function isn't automatic, but can be configured. If configurable but not automatic, please indicate whether this configuration is performed by the Contractor or by local library staff. If performed by the Contractor, please indicate any associated additional financial costs.

The Solution must be:

1. **Operational**
The Solution should be demonstrably functional for the acquisition, description, management, and circulation of physical and electronic resources, with integrated workflows for all resources. It must be capable of supporting the entire lifecycle of a library resource (e.g. a hardcopy monograph; an electronic journal) from acquisition through access, licensing, administration, support, and evaluation. At a minimum, the Solution must replace UNLV's current ILS system, knowledgebase, and link resolver with a comprehensive integrated Solution that eliminates the need to enter duplicate information into multiple, stand-alone systems. The Solution must be implemented and fully functional in 10 academic libraries that manage a similar sized acquisitions program as UNLV (e.g. $7 million dollar collections budget, 25,000 accessible serial titles)

2. **Hosted**
The Solution should be a hosted, cloud-based system that is reliable and scalable, and which utilizes a browser based interface for both staff resource management and end-user information discovery.

3. **Collaborative Capabilities / Resource Sharing**
The Solution should support the ability to search across all the catalog holdings of all Participating Libraries in the public interface and to facilitate end-user requests for tangible materials across the Participating Libraries. A sandbox / development instance for each Participating Library is preferred.

4. **Autonomy**
Each Participating Library must have the capability to administer records and data associated with their particular library or libraries (some Participating Libraries are multi-site with branches in different locations) as they so choose. Participating Libraries should be able to override or opt-out of inherited data from shared records, change local configuration options, develop local workflows, and otherwise make independent decisions. The Solution must allow each Participating Library to maintain separate policies for: User management, Vendors, Funds management, Licenses, Metadata management, Configurations, Analytics and Statistics.

5. **Integration**
Each Participating Library has unique local business requirements. For example, the UNLV University Libraries operates an automated storage and retrieval system. The Solution must support flexible options in dealing with other local systems that may be unique to each Participating Library and may include identity management systems, purchasing systems, and other third-party applications. The Solution must also provide a robust set of application programming interfaces (both read and write operations) that allow the Participating Libraries and other interested parties to extend or develop functionality.

6. Analytics and Reporting

The Participating Libraries require robust data analytics and reporting capabilities. The capabilities must be user-friendly, intuitive, and customizable. They should support evidence-based decisions on such factors as the impact of library services on users, collection development and management, and access and discovery.

7. Robust Discovery of All Libraries Resources

The Solution must provide end-users with a simple, intuitive, integrated, yet flexible search of each library's local print and electronic / digital resources, whether commercially sourced or unique and local. Each Participating Library must be able to configure and customize the Solution to meet local preferences. Alternately, the library services platform must integrate with other third-party discovery systems should any of the Participating Libraries choose to implement (or continue to use) a different discovery system.

8. Accessible

The Participating Libraries are committed to ensuring that its collections and discovery environment are accessible to all staff, faculty, students, and members of the public, including persons with disabilities. The Contractor should consider accessibility requirements and optimization throughout the design and development process for the staff interfaces, end-user discovery environment and access to resources. Responsible Proposals will include information on the Contractor's accessibility strategy, discussing how accessibility is integrated into product design, development, and testing processes.

9. Section D

The Solution must comply with any requirements set forth in the Section D Scope of Work.

C. Integration with Existing Ecosystem

Each Participating Library has an existing ecosystem of systems and services, indicated below, with which the Solution should integrate, and proposals should indicate whether this is the case. For each system and service provided in the table below, Proposers should indicate both A.) if their Solution offers a direct replacement for the particular system and B.) whether the Solution can integrate with the existing particular system (note any licensing exclusions you are aware of that prohibit use of your Solution with a particular system). The matrix below provides information on key systems presently in use, or anticipated to have some connection in the future to the Solution sought in this RFP.

	UNLV University Libraries	UNLV Law Library	College of Southern Nevada	Nevada State College
Local Library Catalog Enriched Content Service (Bookcovers, ToC, etc.)	ProQuest Syndetic Solutions	N/A	ProQuest Syndetic Solutions	ProQuest Syndetic Solutions
Local Digital Asset Management	Online Computer Library Center ("OCLC")	N/A	OCLC CONTENTdm	OCLC CONTENTdm

System	CONTENTdm			
Local Institutional Repository	BEPress	BePress	N/A	N/A
Local Special Collections Archival Management System	ArchivesSpace	N/A	N/A	N/A
WebScale Discovery Service	ProQuest Summon	ProQuest Summon	ProQuest Summon	WorldCat Discovery
A-Z Journals List	Serials Solutions	N/A	Serials Solutions	Serials Solutions
Link Resolver	360 Link (serial Solutions/ProQuest)	360 Link (serial Solutions/ProQuest	360 Link (serial Solutions/ProQuest	360 Link
Electronic Resource Management system (ERM)	N/A	N/A	N/A	N/A
KnowledgeBase	Serials Solutions 360 Core	Serials Solutions 360 Core	Serials Solutions 360 Core	360 Core
Proxy Server for Full Resolution Access to Items	OCLC EZproxy	OCLC EZproxy	OCLC EZproxy	OCLC Ezproxy
MARC (Machine-Readable Cataloging) Records Service	Serials Solutions 360 MARC Updates	N/A	OCLC WorldShare	OCLC WorldShare
Authority Control	Backstage	Backstage	N/A	N/A
Interlibrary Loan (ILL)	OCLC ILLiad	OCLC ILLiad	OCLC ILLiad	OCLC ILLiad
End User Citation Management	ProQuest RefWorks	ProQuest RefWorks	N/A	Zotero
Self-Check	3M	N/A	N/A	N/A
ASRS	Dematic	N/A	N/A	N/A
Identity Management System	IBM Security Identity Manager suite	Local ILS patron records, based on a feed from the campus data warehouse / PeopleSoft	Local ILS patron records, based on a feed from the campus data warehouse / PeopleSoft	Local ILS patron records, based on a feed from the campus data warehouse / PeopleSoft

Campus Purchasing / Bursar	PeopleSoft	PeopleSoft	Peoplesoft and Bursar In, an Innovative product that posts payments made in People Soft/MyCSN to student records in Millennium	PeopleSoft
Shelf Ready Books Catalog Records	YBP Library Services	N/A	YBP Library Services	YBP Library Services

D. High-level systems requirements

The Solution must be reliable with a high degree of availability and response time. The Solution should be scalable to accommodate present and future staffing and FTE counts, and the anticipated growth of collections over time. The Solution should foster a low overhead for local staff support requirements, and be designed with configuration flexibility in mind. The Solution should host and safeguard critical data following or exceeding industry best practices, and offer data access at multiple levels, configurable by the Libraries. The Solution should leverage investments in existing identity stores, and be flexible to accommodate each Participating Library's preferences and needs. While the Solution should offer an appreciable deal of core functionality associated with resource management and discovery, it should be flexible and able to support and interact with other systems and interfaces presently in use, Innovative Interfaces; Millennium, Millennium OPAC, ProQuest Serials Solution Summon, and ProQuest Serials Solutions A-Z journal list.

1. Scalability and Performance

The Participating Libraries presently host 51,000 patron records, and continue to experience growth. The number of patron records will continue to grow, perhaps with a corresponding growth in local circulation as well as broader lending requests. The Solution must successfully accommodate both current and anticipated usage and workload, providing acceptable performance and room for future growth.

a. Describe how the Solution accommodates the need to add new collections over time. For example, new large collections may be acquired as part of the new UNLV Medical School.
b. Describe how the Solution manages peaks and spikes in workload over varying periods of time, including seconds, minutes and hours.
c. Describe how the Solution can accommodate intensive operations, such as simultaneous batch operations across multiple institutions, including any limits on such operations. Are customers recommended to schedule particular activities during "off hour" or "low usage" periods? If so, what are these activities?
d. Describe any performance vs. workload relationships inherent in the Solution, citing specific examples. For example, if cataloging transaction load is higher than normal, does this affect patron search and display? How do you monitor and adjust the Solution to address competing needs? Describe how and when indexing processes run in the staff interface and in the discovery system (e.g., nightly, upon records being saved, etc.), and any limitations for interacting with the system while indexing or other automated processes are running.
e. Describe any hard and soft number limits for records of various types which the Solution can manage (e.g. patron records, order records, item records, etc.). What is involved in changing the soft limits (e.g. budgetary considerations, downtime considerations, etc.)?

    f. Describe the hard and soft limits on both the size of and the number of values in data elements within records of various types which the Solution can manage. What is involved in changing the soft limits (e.g. budgetary considerations, downtime considerations, etc.)?

2. **Architecture and Manageability**
UNLV Libraries maintains lean, cost-effective IT staffing levels within a complex and constantly changing environment. UNLV Libraries therefore requires an easily managed Solution with low administrative overhead. The Solution should generally be designed with configuration flexibility in mind, with minimal "no going back" configuration or design decisions.

    a. Describe the expected level of local IT staffing required for the Solution. At present, only UNLV has local IT staffing specifically focused on the current ILS platform. Is there any reason each Participating Library would need local IT staffing for IT-related tasks associated with the proposed Solution?

    b. Describe any initial configuration or implementation decisions that cannot be changed later, or altered only with great effort or expense.

    c. Explain which Solution profiling/configuration decisions apply globally across the Solution, and which can apply to an individual or subset of Participating Libraries.

    d. What portions of your proposed Solution are separable? E.g., is it possible to use an alternate discovery environment but still use your Solution for fulfillment and for back-end processing? With what specific third-party discovery products does your Solution work (e.g. link resolvers, primary discovery interface, A-Z lists, etc.)? Provide references for any existing instances you're aware of in which a customer uses your Solution for the majority of ILS staff-based functionality, but a third-party major discovery Solution for use by end users. Describe any interfaces and Application Program Interfaces ("APIs") that are available to support such integration/ interoperability with products produced by other companies. Describe any data or functionality that is supported in your own discovery system that is *not* made available to third-party systems.

    e. Describe the public-facing web interface architecture (framework used, programming language, the ability for Participating Library staff to access and modify templates or code). What level of local customization can be done to the user discovery interface (e.g. colors, banners, graphics, etc.)? Is this on a per instance basis (e.g. for all Participating Libraries) or is it on a granular basis (each Participating Library can perform their own customizations and local look and feel). Is there a backup / test / staging instance available, where local staff can prototype and test design and functionality changes, without affecting the production instance?

    f. The Participating Libraries desire the ability to roll out minor and major upgrades, feature enhancements, updates and fixes for the Solution quickly and easily. Describe what level of local control customers have in managing these roll-outs. Are there certain enhancements, updates, and fixes that are automatically applied by you, the Contractor, according to your Company's own schedule? If so, provide some examples of what types of updates and fixes are under the scheduling and roll-out authority of you as the Contractor, and what types of updates and fixes are under the scheduling and roll out authority of the customer.

    g. Describe the staff interface for the Solution (e.g., browser-based access; locally installed client). Provide screenshot examples of the interface. Describe any functionality that cannot be fully and successfully completed through a web browser. Describe any customization features and options for the staff interface.

    h. From what operating systems (e.g. Windows, OS X, and Linux) can staff interact with the Solution? Describe any functional differences or limitations that might exist for particular platforms. What browsers do you officially support? How do you determine which platforms and browsers you will support, and how long are legacy browser releases typically supported? How quickly should we expect support for a new browser? For

example, how long did it take to see support for Google Chrome? Is the Solution accessible and usable through mobile devices (smartphones, tablets) for staff functions (such as the ability to view data while working in the stacks) and for patron facing functions (such as the discovery / catalog interface). Explain.

i. Do you provide a sandbox environment for testing and validation purposes? Explain.

3. **Data Security and Data Access**

The Participating Libraries will entrust an extremely large amount of critical data to the LSP. Data access protocols should follow industry best practices. The Solution should offer strong mechanisms for data backup and recovery meeting or exceeding industry best practices, as well as safeguards against data tampering and theft. In addition, the Solution must allow the Participating Libraries to manage data security and privacy at multiple levels: individual staff or patron user, single Participating Library, subset of Participating Libraries (such as UNLV University Libraries and UNLV Law Library), or across all of the Participating Library systems.

a. Describe data management practices to which the Solution adheres, including those for patron and circulation transaction information. Include relevant information on standards compliance (such as ISO 27001) and any organizational information technology audits that have been completed. Can data access be segmented – for example, within a consortium; can each Participating Library decide what patron information is viewable by staff at the other Participating Libraries? Is user data stored separately for each Participating Library? Describe the patron activity history that is stored by the Solution. Does this vary according to whether the user is logged in or not? Are automated retention schedules available? If so, can record retention schedules be customized?

b. Describe the Solution's use of and support for secure protocols to safeguard data in transit (Secure Sockets Layer ("SSL"), etc.).

c. Describe the Solution's support for encryption in backups and in replica sets.

d. Describe how the Solution prevents loss of data, and how it provides data recovery or rollback to specific points in time in the event data loss does occur. Describe the architecture of data storage and redundancy (for example, multi-tenancy, cloud distributed, etc.). Describe the regional or global distribution of data centers.

e. Describe the process through which data is recovered. For example, is the recovery process a self-service mechanism, or must the customer contact you the Contractor to request data recovery? What is the typical fulfillment time to have data recovered? How compartmentalized is the data with respect to data recovery? In other words, can a library recover a subset of bibliographic records, a subset of patrons, or a particular range of transactions? Or, is system recovery or rollback only possible in its entirety? How many days/months/years are data backups kept? If the Contractor must be contacted for data recovery, and the loss of data is attributable to library staff error, is there a charge to recover and restore the data?

f. For Contractor/cloud hosted instances of your proposed Solution, have any data breaches of confidential data occurred? What protocols have been established for dealing with unauthorized access to or disclosure of confidential data? How do you investigate the breach and communicate details of the breach to the customer? Describe such protocols for addressing unauthorized access to or disclosure of confidential data, whether from a live instance or a data backup.

g. Describe what data validation the Solution performs on records as they are created or edited, and indicate whether this is different for batch jobs as compared to single records.

h. Describe how the Solution tracks changes to records? Is there an audit trail for edits? Does the Solution store previous instances of a record, and if so, is it possible to revert to previous versions of a record?

i. Describe instances where locked data may occur. Can simultaneous edits to records by multiple users occur? For example, if a cataloger is editing an item record, can the

circulation desk check out that same item, or is the record locked? If simultaneous edits are allowed, how are different simultaneous edits reconciled?

j. The proposed Solution must meet or exceed UNLV IT security requirements and policies. Library and user data should be securely stored, and user privacy respected. Describe the extent to which the Solution has been designed to comply with laws and regulations governing the storage and use of "protected" user data. Examples of such laws and regulations include: Family Educational Rights and Privacy Act ("FERPA"), Health Insurance Portability and Accountability Act ("HIPAA"), and Payment Card Industry Data Security Standards ("PCI-DSS").

k. Does your Company release confidential data to any third party, for any reason whatsoever? If so, detail all instances and all third parties. How would the Company respond to a subpoena for information, and how would the Participating Libraries be notified or aware of this request and data release?

l. Describe any security screening that is performed on your staff. Does this include pre-employment background checks?

m. Do you require your subcontractors (if any) that may have access to confidential information, FERPA information, or personally identifiable information, execute confidentiality agreements? UNLV requires Contractors to perform such services in compliance with all applicable laws and regulations, as well as the policies and procedures of UNLV.

4. **Authentication, authorization and identity management**

UNLV has a very large patron and staff population, represented in UNLV's institutional identity management system (see the table under "C. Integration with Existing Ecosystem" earlier in this Section for further information). The Solution should allow the UNLV Libraries to leverage those identity stores, instead of requiring their re-creation. The Solution should also accommodate ILS-hosted identities for any Participating Libraries with no identity store of their own, or as an alternative should any Participating Library wish to use an ILS-hosted identity store.

UNLV Libraries embraces a cooperative management model for certain functions, and independence in others. The Solution should allow for administrative and functional authorization at multiple levels: individual staff or patron, single Participating Library, a subset of Participating Libraries, or across all of the Participating Libraries.

a. Several Participating Libraries have significantly invested in the development and management of existing identity-related data stores (e.g., Active Directory, Lightweight Directory Access Protocol ("LDAP")). Describe how the Solution can leverage these identity stores, both for staff and patron accounts. Describe also how such capabilities can co-exist alongside identities natively managed within the proposed Solution.

b. Describe how the Solution ensures that identifiers that are unique within a Participating Library are also unique across all of the Participating Libraries. Areas where this issue may manifest itself include but are not limited to item and patron barcodes, university identification numbers, and user names.

c. Some Participating Library staff and patrons may have identities with multiple institutions (e.g. some staff at one institution may also be graduate students at another institution; some students take classes at multiple institutions, etc.). How would users with multiple affiliations be supported in the Solution, with respect to authentication and account permissions? Can hierarchies be defined (e.g., if staff is also a grad student, but grad students have more privileges, use the grad student's privileges)?

d. Describe how administrative rights are assigned within the Solution. Can administrative rights be assigned to identities stored in external identity stores, such as Active Directory? Can administrative rights be assigned to groups, as well as users? Does the Solution allow compartmentalizing of administrative rights on a per-Participating Library basis? For

example, can you limit the effect of administrative rights assignment to a single Participating Library?

e. The Participating Libraries would like the ability to assign membership to groups, and then manage permissions and privileges based on group membership. Describe whether and how your Solution addresses group-based permissions. Also describe any differences in what permissions and privileges can be managed at the group level vs. the individual account level.

f. The Participating Libraries desire granular, function by function authorizations. Describe the level of granularity of access controls for staff functions (principle of least privilege). E.g., can certain data elements be made read-only for some staff and read-write for others? Can you provide a matrix listing all access controls and levels of granularity? (e.g. view patron records, edit patron records, delete patron records, etc.)

g. Describe your support for single sign-on authentication and authorization Solutions (e.g. IBM Security Identity Manager Suite, Central Authentication Service ("CAS"), Shibboleth, and Microsoft's Identity and Access Management Solution).

5. Integration and Extensibility

At present, the Participating Libraries rely on integration between the ILS and other institutional or library local platforms to support strategic workflows (see the table under "C. Integration with Existing Ecosystem" earlier in this Section for details of these systems). Examples of such systems include the campus financial management system and the campus identity management system. The Participating Libraries also participate in interlibrary loan with libraries outside the group via platforms such as ILLiad and Relais. The Solution must allow members to retain strategically important systems integrations.

The Participating Libraries perform a large amount of analysis, reporting and management on the large volume of ILS-related data they collectively hold. The Solution should offer flexible, powerful capabilities for large-scale data extraction, manipulation, reporting and automation. These capabilities might include native reporting tools, integration with external reporting tools, APIs, and scripting functionality.

a. Describe the integration the Solution provides with respect to related third party services such as self-check, ILL and resource sharing, link resolution, proxy services, collection agency services, discovery, and so on. How "open" is your Solution in integration potential with such other systems?

b. How "open" is your Solution in terms of integration potential with other campus systems, such as PeopleSoft and IBM Security Identity Manager suite? Describe integration options with campus financial systems, as pertains to ordering, invoicing and other functions. Does your Solution offer the ability to connect to campus information systems such as PeopleSoft to create and update patron records? Is there any reason your Solution cannot connect to PeopleSoft (including any reasons related to licensing)? Describe the ability to communicate fines and payment information to campus bursar systems, or the ability to indicate that fines and other charges have been transferred to the campus bursar system. Describe how campus blocks and holds (due to fines) can be communicated to central campus systems. For example, if fines are paid through a central campus bursar's office, can the patron's account be updated in real-time or otherwise on a regularly occurring cycle? Describe how the Solution can provide data to integrate library Information in a campus portal or third-party system.

c. Describe the Solution's capabilities to import and/or synchronize patron data from multiple external data sources. Can updates be limited to specific patron data fields or specific patron record subsets (such as those patrons designated as UNLV undergraduates)? How does the Solution identify and deal with duplicate entries? What are the provisions for automation of this process?

d. Describe the ability of the Solution to process transactions via NCIP and SIP2.

   e. Describe how the Solution exposes data through documented web services and APIs, including supported data operations (read, write, update, delete, and so on). Describe any licensing or technical restrictions or constraints placed on the use of these tools and services. Are business rules and access controls applied?

   f. Describe any facility the Solution provides for staff client automation and scheduled tasks, using such techniques as keyboard shortcuts, keystroke recording, task-oriented macros, custom locally developed scripts (such as Expect scripts), and Cron jobs.

   g. Describe the Solution's support for library linked data models, including the Resource Description Framework ("RDF") and RDFa. For example, does the Solution possess the ability to expose, as linked data, authority-controlled names and holdings in the shared management system?

   h. For all reporting, updating, importing, and exporting functions, describe the level of staff expertise needed to perform the operation. In particular, identify which functions may require the intervention of a database administrator or Systems/IT personnel as opposed to library staff performing the complete operation on their own.

   i. UNLV Libraries operates an automated storage and retrieval system ("ASRS") locally known as LASR, from Dematic (formerly HK Systems) to store a portion of our physical collection. The proposed Solution must integrate with the ASRS. Outline your Company experience integrating with such a system and list those systems currently supported. Describe the host to host communication that will link your Solution and the ASRS system.

   j. The Solution must support e-commerce integration, and must be PCI-compliant. Please describe your Solution's integration with E-commerce. What functions are supported? What reports are available? Can payments be posted to the Participating Library in a consortia environment?

6. Migration

It's envisioned that system migration from the existing legacy system to a new Solution would occur in stages, with a lead Participating Library followed by a second Participating Library, etc. The Participating Libraries would like to complete the migration of all libraries in an elapsed time of two years or less. The Contractor should be prepared to support such a migration plan, or be able to offer an equally suitable plan.

   a. Describe a recommended or typical migration timeline for a group such as the Participating Libraries described in this RFP. Describe expected level of Participating Library staff involvement for a successful migration. Include recommendations, if any, regarding the grouping of Participating Libraries, and the number of stages.

   b. Describe the typical or recommended amount of existing ILS downtime for the migration, based on institutional size, number of patron or bibliographic records, or some other applicable metric.

   c. Describe the migration services you offer, including data migration services, data cleanup / optimization, data field mapping, training, and configuration and policy planning.

   d. Describe your experience migrating data from the Innovative Interfaces Millennium integrated library system. Describe any specific considerations or difficulties in migrating bibliographic, acquisitions, serials, check-in, electronic resource, content license, patron, and circulation records and data from Innovative Interfaces Millennium systems into your Solution. Describe the process for migrating data stored in fields (e.g. invalid MARC tags) that might not be supported in your Solution.

   e. Describe how data is migrated from systems outside the existing ILS including the knowledgebase or locally archived data in spreadsheet format.

   f. Describe the ability to retain and preserve transient or temporal data, such as checkouts, holds, item status, item statistics (such as total checkouts), patron status and patron blocks, during the migration process.

g. Describe the ability during migration to merge similar bibliographic records without loss of locally-created data. How does the Solution determine the best/fullest record to keep?

h. Describe the ability during migration to separate records that might currently be merged, but may be better served as (or your Solution requires them to be) distinct records, e.g. bibliographic records for journals that combine print, microform and electronic holdings.

i. Describe the ability during migration to handle and resolve duplicate barcodes.

j. Describe how any invalid data (data found in the current system that will need to be cleaned or corrected before migration) is handled. Do customers receive reports of data found to have problems during migration?

k. Describe the preparation steps each Participating Library should take, and any subsequent Participating Library / Contractor implementation steps necessary to ensure appropriate migration of data (bibliographic, acquisitions, item, holdings, license, etc.) and to avoid data loss, the need for subsequent data clean-up projects, and related problems.

l. Outline the roles and responsibilities of the Participating Library and the roles and responsibilities of the Contractor during the data migration process. Describe the required involvement of Participating Library staff/IT staff in the migration process.

m. Outline the specific roles and responsibilities of the Contractor during the migration process for the ASRS. Will the vendor work directly with Dematic to facilitate a successful integration with the ASRS.

n. Please describe the training you offer newly migrated customers

7. Contractor Support

The Participating Libraries desire a long-term partner that can not only deliver a sound Solution with a strong documentation set, but can also deliver services, training, and support when called upon. The Participating Libraries also seek a Contractor with a history and culture of proactively responding to customer needs and suggestions, and supporting the activity of user groups and communities.

a. Describe any proactive monitoring of the Solution by you, the Contractor, and any actionable communications to the customer that result from this monitoring. For example, do you warn the customer if certain system limits are being reached, such as record counts or processing availability? How do you alert the customer in the event of planned downtime and unplanned system anomalies?

b. Describe your customer support venues (e.g., web, phone and email), periods of coverage, and expected response times. Do you have an online accessible customer service system to track and respond to issues?

c. How customizable is your customer support model? For example, do you accept support requests from any Participating Library staff member, or only from those representatives specifically designated by the Participating Libraries? Do you provide a primary contact(s) for a given customer account, by area of specialty (e.g., circulation, cataloging), or through some other status or designation? Describe how support calls can be escalated by the customer. What are the levels of severity / importance for support calls? Describe the 24/7 support response for critical problems (e.g., system outages).   How many staff are dedicated to 24/7 support response?

d. Provide examples of configuration changes that can only be accomplished on the Contractor side and cannot be completed by the customer.

e. The Participating Libraries have a history of actively participating in Contractor- centric user community groups to help positively steer product direction and enhance the usefulness of a Solution for all community members. Describe any customer community activities you sponsor, support, or participate in, such as online or in-person venues to allow customers to share ideas and Solutions. Include information about annual conferences and attendance, and any regional interest groups (particularly in the Southwest of the United States).

f. After migration and initial training, please describe instances where customers may need additional training support. Please detail your training options and any associated costs

g. Describe the product enhancement process, and the role that customers play in determining and prioritizing new features and enhancements. Describe any changes or updates you have made to your Solution in the past year as a direct result of customer feedback.

h. Describe the frequency and scope of both major and minor releases. How long do you support an earlier major platform release after it has been superseded by a new version?

i. Describe the content and delivery method (context-sensitive within the client, online, knowledgebase, etc.) of administrative and end-user documentation sets, as well as the frequency of documentation updates. Also describe the availability of customer-authored content, such as community wikis.

j. Describe any specialized vendor training that's available after migration is complete. Does your Company provide in-person or online training for particular modules or functions of the Solution?

k. Describe the support (including documentation and online forums) provided for APIs and web services that enable the customer to extend the Solution's system functionality and end-user interface. Describe the specific data and functionality that your Solution exposes via application programming interfaces. Does your Solution provide these APIs via REST? Are there any licensing or technical restrictions or constraints placed on the use of these tools and services? Are business rules and access controls applied?

l. Describe the ability of customers to develop add-on or extension functionality that directly modifies the functionality in the Solution. In other words, apart from APIs, is there a way to write scripts or functions that modifies functionality within the Solution itself?

m. Describe your organization's participation in new National Information Standards Organization ("NISO") standards development as well as ongoing standards maintenance. How quickly have your products incorporated new application areas or messaging capabilities of an evolving protocol? Are the new features available as part of general releases of the software or are they custom developed per customer?

n. Describe how costs and fees are assessed if a customer requires additional development in order to integrate with third-party software.

o. Please provide a copy of your latest "optional" add-on software, modules, etc., which can be purchased by customers above and beyond the "base" Solution.

3. Staff Resource Management & Business Functions   Total Possible Points 70

This RFP is seeking a Solution that supports the discovery, acquisition, description, maintenance and circulation of all library formats in an efficient and responsible manner. The Solution should be flexible enough to accommodate the individual institutional preferences of each Participating Library. The Solution must support the processing and preservation of items for their continued use. It should also be able to facilitate management of the growing world of electronic resources while providing the tools to manage tangible (hardcopy) collections.

Operational: This RFP seeks a Solution that is demonstrably operational for acquisition, description, management and circulation of both tangible and electronic resources with integrated workflows for all resources, in an organized and efficient manner. The Solution must be capable of supporting the entire lifecycle of a library resource (regardless of format) from acquisition through access, administration, support, and evaluation activities with fully integrated workflows.

Flexible: The Solution must support flexible options in dealing with a variety of vendor systems, purchasing systems and local third-party systems within an integrated master workflow.

Collaborative: The Solution must offer flexibility and extensibility to allow the sharing, viewing, editing and exchange of records of all types between the Participating Libraries. It must also provide functionality that

allows each Participating Library to locally control and customize those same record types without affecting the other Participating Libraries.

Standards oriented: The Solution will be required to support current and future standards and frameworks for all record and data types including, but not limited to, licensing, electronic resource, bibliographic, holdings and authority control records.

Data management support: The Solution must support a comprehensive, flexible and granular reporting structure to import and export data out of the Solution at no cost and into standards based formats.

A. Acquisitions and Resource Management
1. Acquisitions
Describe the overall process by which the Participating Libraries order, receive, and arrange payment for library materials. UNLV Libraries is seeking a Solution that:
- supports workflows with automated protocols and quality control facets;
- automated importing/exporting of order and invoice information and with integration of other systems using industry standards;
- plug and play analytics;
- full functionality with no data limitations;
- budgeting functionality and reporting;
- automated exporting of payment requests and importing of payment confirmations to financial systems, with limited or no mediation required;
- complete integration with ILL, circulation, cataloging, and discovery functional areas

a. Describe how the Solution supports the acquisitions workflow, including, but not limited to, ordering, receiving, invoicing, claiming, payment, etc. Describe how order data is stored in relationship to bibliographic and item data, including, but not limited to, linking an order record to multiple bibliographic records. Describe the Solution's support for workflow tracking such as automated reminders or alerts. Describe how workflow functions can be automated.

b. Describe the Solution's support for automated selection, ordering, invoicing, and claiming using standards like Electronic Data Interchange for Administration, Commerce and Transport ("EDIFACT") and X12. Demonstrate how these transactions can be completely automated. How is such data, sent and received in this manner, integrated with acquisitions, serials management, and financial modules? How does the Solution check for duplicate records or transaction errors? Are there any limits on number of records, dollar amount on an invoice etc.?

c. Describe how the Solution allows and supports ordering, invoicing and payment functions with vendors who do not support Electronic Data Interchange ("EDI") transactions.

d. Describe the Solution's ability to manage subscription renewals within the system.

e. Describe the Solution's ability to import bibliographic records individually or in batches from a vendor, including, but not limited to, the automatic creation of order, invoice, and/or item records from data supplied by the local site.

f. Describe how order records are created. Can they be auto generated from a locally generated order form, from YBP Library Services' Global Online Bibliographic Information ("GOBI") or other vendor site, and / or from pre-existing records, e.g. replacement copies or additional copies? Does the Solution support an unlimited number of order records. Describe how order records for multi-site libraries are created. Can the Solution accommodate multiple default locations for a multi-site library?

g. Describe how the Solution supports the creation of brief bibliographic records for ordering purposes, if there is no bibliographic record available? Conversely, describe how the Solution supports non-purchased materials, such as gifts or government documents that require a bibliographic record but which do not necessarily have an order or invoice?

h. Describe the ability to update order information once it has been created such as price, location, etc.

i. Describe integration with key vendor databases (most notably YBP Library Services, our primary monograph vendor), and how this facilitates streamlined searching for titles, processing of orders, and automated importing of order information from vendor databases into the local system.

j. Describe the fund structure for acquisition payments and the invoice creation and payment workflow. In particular describe the Solution's ability to provide the following functions related to funds and payment history:

- Suppress and archive unused fund codes (will the Solution have the ability to include notes on these suppressed codes?);
- Keyboard shortcuts within funds;
- Export all fund displays and reports to CSV and .xlsx;
- Assign multiple funds to a single order;
- Assign dollar amounts, not just percentages, on multi-fund orders;
- Customize, archive, and retrieve fund activity history for a minimum of 5 yrs;
- Display all orders and invoices associated with a fund code for a user specified period of time;
- Encumber, disencumber, adjust, and expend funds; including the ability to close out a partial purchase order;
- Sort and display funds in multiple ways;
- Any limits to the Solution regarding number of funds, invoice payment lines, number of electronic invoices or limits to fund codes in terms of length and character type;
- The Solution's ability to handle multiple currencies and perform accurate, automatic balances adjustments in your home currency according to global exchange rate updates

k. Describe the level of flexibility the Solution provides in its use of fields? Does the Solution allow for multiple entries in various fields? Are there any limits on the number of fields? Can fixed/variable fields be relabeled (e.g. Can we tag Order Records based on school/discipline)?

l. Describe the Solution's support for storing and sharing vendor data for both physical items and electronic resources and how it is retrievable, customizable, and used in different functional areas.

m. Describe the ability to add notes to individual title/order records for both vendor and internal use. (e.g. staff notes)

n. What records or data are stored in the Solution from acquisition processes? How long are they stored, how are they displayed, and how are they accessed? Can each Participating Library choose custom retention periods for specific kinds of data? What kind of audit trail is available and what information does it provide? Are reports available in print and electronic formats for storage? For how long are reports available?

o. Describe the Solution's ability to integrate with campus/state financial systems (PeopleSoft), including, but not limited to, the export and import of financial transactions such as payment of invoices by various methods, in multiple standard formats.

p. Describe the Solution's support for fiscal-year closing functionality. Will the Solution be capable of closing by a variety of fiscal-year options? (For example, biennium versus calendar year, current year and previous year funds.) In what format and for how long can fiscal close records be retained? Does the Solution allow the carry forward of encumbrance amounts to next FY and clear other totals as needed?

q. Describe how the Solution will handle taxes and other itemized elements on an invoice (e.g. shipping and handling fees, tax etc.). Will the Solution be able to accommodate and track tax exempt status?

2. E-resource Management

The effective management of electronic resources requires supporting every stage of the electronic resource life-cycle. UNLV University Libraries currently makes use of several systems to manage electronic resources, including the present Millennium system and a separate knowledgebase (integrated with the existing link resolver, discovery service, and a MARC record service), as well as a ticketing system, local spreadsheets, other electronic documents and in some cases, paper files (licenses). This RFP seeks to improve electronic resource management with a Solution that integrates these disparate parts into a coherent integrated Solution. The Solution must support existing national and international standards for electronic resource management.

A successful Solution will be able to support various electronic acquisitions and management models and provide tools for managing information associated with these purchases at local, supersets of local and consortia levels. The Solution must support existing national and international standards for electronic resource management.

a. Workflows

1. Describe the Solution's integrated workflow from resource selection to activation.
2. Describe how workflow functions can be automated, and how problem tracking is facilitated. Describe how the Solution supports a workflow management process for electronic resources, including any ability for reminders for renewal, the ability to track new resources from trials to setup, any "handoff" capabilities between staff during processes, and any alerts for delayed setup and access.
3. Describe the Solution's ability to reduce duplication of work by providing a single knowledgebase for all aspects of electronic collections including the ERM, link resolver, and discovery components.

b. Electronic Resource Record

1. Describe the creation of an electronic resource record. Can these records be created at different hierarchical levels to support electronic resource package and combination purchases? Describe the Solution's capabilities to link various types of records to each other (e.g. electronic resource record to license information)? Can these records be created at the local and at the consortia level?
2. Does the Solution permit locally defined codes, fields and/or labels in an electronic resource record?
3. Describe the level of compliance of electronic resource records with the Digital Library Federation Electronic Resource Management Initiative's ("DLF ERMI") data elements.
4. Describe the Solution's process for updating records and performing coverage updates using external data. How are individual titles "matched" to incoming external data and identified for updating? How are titles with no International Standard Serial Number ("ISSN") or multiple ISSNs and alternative titles handled? Describe how the Solution reports on the results of updates/uploads from external data.
5. Does the Solution permit any field or combination of fields to be selected and exported?
6. Describe the Solution's ability to support the creation, updating, storing, displaying, and reporting of internal and public notes for electronic resource management records. Do public notes display in the discovery layer or other public interfaces? If so, do the public notes appear immediately upon creation?
7. Describe the Solution's ability to display the terms of use and restrictions, both as a public notice, and, for staff, at the database/package level and at individual title level.

c. Knowledgebase

1. The Solution MUST include an integrated knowledgebase. Describe how the Solution uses this knowledgebase across different modules. How does this knowledgebase support both local and consortia information?

2. Describe how the Solution handles access to electronic resources in a shared bibliographic environment where each Participating Library may have different contractual arrangements with the same vendor. Where are individual links to electronic resources stored and displayed in a shared environment?

3. Describe how the knowledgebase identifies and manages journal title changes and any related coverage data changes. Describe how the knowledgebase identifies and manages coverage information for resources that may be accessed as either a monograph or a serial (e.g. conference publications.)

4. Describe the process by which resource activation takes place in the knowledgebase. Describe when the resource is made available in the discovery layer and any other public interfaces, and the mechanism for this (e.g. MARC CONSER data)

5. Describe the source and process of obtaining metadata for electronic resource records in the knowledgebase, including titles, databases, and coverage information. How is the knowledgebase updated? How frequently? Does the Contractor perform the updates, or does this involve intervention by each Participating Library? How are additions and deletes managed in the knowledgebase? Describe any reports or functionality designed to help the local institution manage additions, updates and deletes.

6. Describe the Solution's ability to alert Participating Libraries of knowledgebase changes. How does the Solution support and respond to customer requests for metadata corrections or the addition of new resources?

7. Describe the edits/customizations that can be made to knowledgebase holdings data. Can a Participating Library create knowledgebase holdings from scratch for resources not in the knowledgebase?

8. Describe the Solution's ability to support data migrated from another knowledgebase. What are the required match-points or common key (e.g. ISSN, OCLC or other number) for a successful migration? Can the Solution export both local electronic resource holdings and holdings from each Participating Library?

9. Provide data and a description to illustrate the comprehensiveness of coverage of the Solution's integrated knowledgebase.

10. Describe the types/formats of electronic resources the Solution can, and cannot, manage and provide content access to. Format examples include e-journals, eBooks, reference databases, image archives, online encyclopedias, videos, sound recordings, streaming videos, etc.

11. Describe how Patron Driven Acquisition ("PDA") eBook vendors work with the Solution to automatically update holdings and how the process can be automated through the life-cycle of the material.

d. Link Resolver

1. Describe the Solution's OpenURL link resolver and the level of linking it supports e.g. title, article or chapter level. Does it support some form of "1-click" or "direct linking" where the end user is taken directly to the final-resolution content, bypassing the link resolver page?   If there is no integrated OpenURL resolver, describe the Solution's interactions with third-party OpenURL applications typically used in libraries.

2. Describe how the knowledgebase works with the link resolver and how it integrates with the electronic resources functionality of the Solution.

3. Describe how the link resolver handles 10-digit and 13-digit International Standard Book Numbers ("ISBNs").

4. Describe how the link resolver manages electronic journals that do not have an ISSN.

5. Describe how the link resolver handles journals that have multiple ISSNs.

6. Describe how the link resolver's menu can be customized in terms of the display of options in the link resolver menu (e.g., prioritizing the order of databases or excluding a database from the menu even if there is full text available from that database).

7. Describe any services provided by the link resolver other than full text linking and interlibrary loan.

8. Describe the Solution's ability to reduce duplication of work by providing a single knowledgebase for all aspects of electronic collections including the ERM, link resolver, and discovery components.
9. Describe the Solution's ability to generate an A-to-Z journal list. Can print holdings be automatically integrated into this list? Can the Solution also generate an A-to-Z type list for database holdings?

e. Licensing
1. Describe the Solution's support for the management of license agreements at a local and at a consortia level. How are consortium and local licenses (and related documents) stored and displayed in the Solution?
2. Describe the structure and functions of the license record, and how they comply with DLF ERMI standards.
3. Describe the fields available for license terms and how these can be integrated into other areas of the Solution. What is the Solution's support regarding license term mapping?

f. Contact and administrative Information
1. Describe the Solution's ability to manage a variety of administrative information for electronic resources on both a local and a consortia level.
2. Describe the Solution's ability to manage contact information for vendors and publishers on a local and a consortia level. Does the Solution allow for multiple entries in various fields or multiple instances of a single field?
3. Describe what mechanism the Solution employs for end users to submit feedback if a link is not working.
4. Describe how the Solution handles access to electronic resources in a shared bibliographic environment, where individual Participating Libraries may have different contractual arrangements with the same vendor. Where will individual links to electronic resources be stored and displayed in a shared environment?

g. Electronic Resource Usage Data
1. Describe the Solution's ability to ingest and manage usage statistics for electronic resources. Describe automated and manual processes to harvest reports from Counting Online Usage of Networked Electronic Resources ("COUNTER") and non-COUNTER compliant vendors. Does the Solution accommodate the set-up of automatic Standardized Usage Statistics Harvesting Initiative ("SUSHI ") harvesting?

3. Serials Management
Serials must accommodate tracking titles that are issued on a continuing basis. These could be print or online, of regular or irregular frequency, and could be popular magazines or scholarly journals that, because of their continuing nature, pose receipt, inventory and cataloging challenges that are unlike those that exist for monographs. The Solution should support library standards for bibliographic, order and holdings data and provide a flexible and integrated environment for updating that data.

a. Describe how the Solution supports the general serials management workflow, including cataloging, receiving, routing, claiming, and binding. Describe the Solution's support for workflow tracking such as automated reminders or alerts and how they can be customized.
b. Describe the Solution's support for custom fields in check-in or holdings records. Describe the Solution's support for both public and private local notes fields. Describe any limits to the number of fields that can exist within a particular record, e.g. the number of issues that can be represented in a check-in card.
c. Describe the Solution's support for searching check-in cards/records, including any fields that cannot be searched.

d. Describe the Solution's support for exporting data contained in check-in cards/records. Describe the process for selecting records, selecting the fields or combination of fields to be exported, any fields that cannot be exported, the export formats that are supported, and any limits to the number of records that can be exported at one time.

e. Describe the Solution's support for display of current receipt status from the check-in system (e.g., received, expected, claimed, missing, etc.) in the public discovery interface.

f. Describe the Solution's support for the creation of date prediction patterns and enumeration patterns for check-in purposes. Describe the Solution's ability to reuse prediction and enumeration patterns.

g. Describe how the Solution can use externally supplied check-in data, for example data coded in bibliographic MARC tag 891, to generate prediction patterns. Describe the Solution's ability to set up prediction patterns for serials with irregular frequency using the full range of frequencies (MARC 85x $w) and the regularity pattern (MARC21 Format for Holdings Data ("MFHD") 85x $y), or other methods.

h. Describe the Solution's support for the receipt of individual issues. Does it support varying enumeration and chronology data of publications and allow staff to add status information per issue? Does the Solution allow for multiple statuses and can the statuses be locally defined?

i. Describe the Solution's support for the check-in of multiple instances of a given title; for example, one subscription to a title might include individual issues, bound volumes, pocket parts, pamphlet supplements, special issues, legislative service, and possibly other parts, each received on a regular or irregular basis. Describe how each of these parts can be accommodated and distinguished, either within a single record or on separate records.

j. Describe the Solution's support for the editing, creation or deletion of individual issues as listed on the check-in card/record.

k. Describe the Solution's support for the recording and receipt of issues via Universal Product Code ("UPC") or other codes.

l. Describe the Solution's support for complete automation of serials check-in electronically, without staff intervention, using EDI.

m. Describe how the Solution's serials check-in system can automatically update the MARC 21 holdings record, including all content related to the 85X/86X paired fields, either during receiving or as a separate function.

n. Describe the Solution's support for creating item records as part of receiving. Describe the Solution's support for creating item records as part of check-in from the bindery.

o. Describe the Solution's ability to identify claimable issues and to send claims individually or in a batch to the vendor. How is staff informed that an issue is claimable? Does the Solution allow for automated claiming from vendors?

p. Describe how an expected issue becomes claimable. Does the Solution support manually escalating claims as needed or setting different time periods between subsequent claims without affecting the overall prediction patterns?

q. Describe the Solution's support for tracking late and claimed issues. Does the Solution retain a history of past claims and when they were made?

r. Describe the Solution's support for integration of serials claiming across workflows and functions. Specifically describe the ability to view claim status from other records and to update check-ins and holdings, or to place a replacement order for a failed claim.

s. Describe the Solution's ability to identify and alert which issues are ready to bind. Can the Solution create a list of issues ready for binding based on customizable parameters?

t. Describe how the Solution's binding support works with bindery vendors.

u. Describe the Solution's functionality for identifying and collapsing serial binding units. Does the Solution provide automated alerts for serial binding?

4. Physical Collection Management

a. Stacks Management
1. The proposed Solution must meet desired needs for device and equipment compatibility, collection inventory, real-time updating of item records, and list creation. Please describe how your Solution facilitates effective stacks management.

b. Automated Storage and Retrieval System ("ASRS")
UNLV University Libraries operates an installation of a Dematic automated storage and retrieval system (locally branded Lied Automated Storage and Retrieval ("LASR")) and the Solution MUST integrate with the ASRS. The integration should be in such a way that status data between the Solution and LASR reconciles accurately and in close to real-time.
1. Describe how the Solution communicates with the Dematic ASRS database. How frequently is data exchanged between the systems?
2. Describe the Solution vendor's responsibility in communicating and working with Dematic to resolve issues. List currently supported Dematic software versions, and describe how integration will continue to be supported as the Dematic system is upgraded.
3. Describe how the Solution allows end-users and staff to request items stored in the ASRS. How does the Solution respond when an item is or is not available? How frequently are ASRS item statuses updated in the Solution's public discovery interface? Are messages to end-users customizable?
4. Describe how the Solution alerts staff to requests for items stored in the ASRS, and how quickly after the request is placed.
5. Describe the Solution's ability to batch update (edit/add/delete) item records in the ASRS database.
6. Describe the Solution's ability to display ASRS system errors and how staff are alerted. Example ASRS system errors could include losing connection to the ASRS server, indications that an aisle's status is down, etc.
7. Describe the Solution's ability to integrate ASRS data with other system data to generate unified reports (e.g. usage data of materials, including items picked by title, discipline/subject area, material type and item-status changes). Describe any limits to the data that can be retained and integrated.
8. List the number of sites that are live with your Solution which are integrated with an ASRS system. Describe the installs, the versions of the Dematic software in use, and any customizations that were required. Were these customizations authored and implemented by your staff, by Dematic staff, or by local library staff?

c. Physical Collection Maintenance
1. Describe the functionality for monograph binding operations. Does the Solution require a check-in record provided for each monograph binding set?
2. Describe the methods and formats for exporting binding information to a file and the methods for generating binding information from the Solution to send electronically to a vendor. Will the Solution interact with external bindery software? Describe which bindery communication protocols are supported.
3. Describe how the Solution generates binding preparation reports or reports which facilitate preservation assessment.
4. Describe how the Solution will allow staff to track and generate reports on their institution's collections for in-house repairs. Can the report be easily converted into different formats, i.e., Excel, Word, etc.?
5. Describe how the Solution supports the processing of physical materials including support for spine-label printing, either through the Solution itself or via a third party Solution. Also, describe the process for customizing multiple label layouts and printer options.

6. Describe how the Solution allows flexibility of editing and displaying label layouts or allows for multiple label layouts, and printer selections.

B. Cataloging/Description and Metadata

Accurate description and representation of library materials is key to enabling user discovery and access. The proposed Solution should support current and future standards and practices for cataloging, allow for and automate where possible the data reconciliations that ensure the integrity of the bibliographic database, and provide for the flexible and robust use and reuse of the metadata stored within the Solution.

1. Cataloging

a. The Solution **MUST** support the MARC 21 standard, including import and export (with no loss of data) and timely updates as the standard is revised. Please describe your Solution's compliance with this requirement, and how quickly your Solution is adapted to meet revisions in the standard.

b. Describe all the metadata schemas that are supported by the Solution and how they are implemented. Describe any crosswalk tools or utilities that will convert from one metadata schema to another.

c. The Solution must allow staff to create, edit and delete records in any supported metadata format. Describe the Solution's functionality for allowing staff to operate on individual tags and elements (e.g. specific MARC fields and subfields) for all supported formats. Describe any support for the local use of invalid tags or elements. Describe any tags or elements that are prevented from edit within the Solution. Describe functionality for merging records.

d. The Solution must allow the import of bibliographic, holding and authority records from OCLC WorldCat. Describe the workflow (would the staff member begin by using OCLC Connexion or the Solution's own staff interface), any functionality for the import to overlay or replace an existing record (naming specific match points), and whether it is possible to include local information as part of the import (for example, in a 9xx field) that may be used to automatically create and attach item or holdings records.

e. Describe how the Solution approaches cataloging and holdings maintenance for multiple Participating Libraries. Include whether or not the Solution supports separate bibliographic records for each Participating Library or requires shared bibliographic records for all Participating Libraries. If the Solution requires shared bibliographic records for all Participating Libraries, describe how the record is selected, and describe support for adding Participating Library-specific metadata (e.g. call numbers, local notes) to bibliographic records. What controls exist for limiting the editing or viewing of the Participating Library-specific metadata?

f. Describe the Solution's options for creating custom record templates for A.) each Participating Library and B.) Participating Libraries utilizing the Solution (as a collective).

g. Describe any limits to the number of fields that can exist for all record types and metadata formats. Describe support for local and custom fields in all record types and metadata formats.

h. Describe the Solution's support for persistent identifiers and linked data applications. Describe the Solution's planned support for upcoming metadata standards that are currently under development such as BIBFRAME. Describe current testing activity or other involvement in the development of such standards.

i. Describe the Solution's support for multiple call number or classification systems (e.g. Library of Congress Classification ("LC"), Superintendent of Documents ("SuDoc") classification, local classification.)

j. Describe how the Solution handles input of characters in non-roman scripts (e.g., Chinese, Japanese, Korean, Cyrillic). Describe how diacritics are stored, displayed and input. Include any specific requirements for peripheral hardware or software to ensure this support.

k. Describe the Solution's support for bidirectional cataloging and support for bidirectional script display (e.g., Arabic, Hebrew).

l. Describe the Solution's functionality for transferring item or order records from one bibliographic record to another, including whether it is possible to transfer these records in batch.

m. Describe any limits when it comes to attaching or linking records to one another. For example, describe any limit to the number of item or holdings records that can be attached to a bibliographic record.

n. Describe the Solution's user-friendly interface for editing MARC records, including expansion and individual character prompts for fixed fields.

o. Describe the Solution's support for resizable windows (including full screen editing), having multiple windows open, and side-by-side record display in the staff interface. Describe the Solution's support for viewing multiple records at the same time

p. Describe the Solution's support for the creation, storage and use of macros and substitution phrases.

q. Describe the Solution's support for spell check in the staff interface.

r. Describe the Solution's support for the printing or emailing of records via the staff interface. Describe any ability to input ad hoc comments or notes that would then be included in the printed or emailed record(s).

s. Describe the Solution's support for the creation of digital bookplates and the insertion of URLs in bib records that link to digital bookplates.

2. Search and Display

a. Describe how quickly records (all types) are indexed for search for both the staff and public interfaces of the Solution. Describe any indexing processes that need to be run before a record is available for search.

b. Describe the Solution's support for the selective indexing of individual metadata tags or elements (e.g. MARC fields and subfields) for the Solution's staff and public interfaces. Describe whether the indexing of individual fields or subfields can be customized for each institution. Describe the process for changing what fields or subfields are indexed.

c. Describe how pre-defined scoped searches are configured across both the staff and public interfaces of the Solution. Describe the process of creating or redefining a scope, any limits to scopes (e.g. number of scopes, number of criteria used to define a scope), and the criteria that can be used to define a scope.

d. Describe the Solution's support for shelflists or browse searches in both the staff and public interfaces. Specifically note if call number shelflists (along with other browsing lists such as name, title, and subject) are supported.

e. Describe how the Solution will incorporate Resource Description and Access ("RDA") related changes to enhance the user experience, including the clustering of records based on the Functional Requirements for Bibliographic Records ("FRBR").

f. Describe the Solution's ability to suppress or hide records from display in the public interface (e.g. for withdrawn titles) and the mechanisms for selecting records to be suppressed. Describe the types or levels of records that can be suppressed (e.g. bib records, item records). Describe any configuration options for indicating what records do get displayed by default (e.g. "on order" records).

g. Describe the Solution's support for the selective display of individual metadata tags or elements (e.g. MARC fields and subfields) across the Solution's staff and public interfaces. Describe whether the display of individual fields or subfields can be customized for each institution. Describe the process for changing what fields or subfields are displayed.

h. Describe the ability to customize labels for fields in both the staff and public interfaces of the Solution and any limits to the customization.

i. Describe the Solution's support for the display of Unicode characters in all aspects of the system.

j. Describe the Solution's support for material type icons in the staff interface. Describe any available customization regarding the icons themselves and how they are defined.

    k. When viewing the staff display of a record, describe the process for accessing the public display of the same record.

3. Holdings Management
    a. Describe what fields are included in item records (e.g. call number, location, type) and how the fields are customizable.
    b. Describe the Solution's support for material identifiers such as barcodes, Radio-frequency Identification ("RFID") tags, etc. Describe any specific peripheral equipment needed to support the scanning or reading of these identifiers into the Solution.
    c. Describe the Solution's support for batch item creation, deletion and transfer. Describe the Solution's support for global updates of item locations, notes and messages.
    d. Describe the Solution's support for linked records, e.g. a monographic analytic record linked to its serial title or items bound together with separate bibliographic records but shared holdings records.
    e. Describe the Solution's support for holdings records which are fully compatible with current MARC standards, including the export and import of holdings records for both serials and monographs. Describe the Solution's ability to automatically generate a summary holdings statement for public display based on MFHD.
    f. Describe the Solution's ability to migrate legacy non-MFHD holdings data for both serials and monographs into holdings records fully compatible with current MARC standards.
    g. Describe the Solution's support for defining multiple holdings locations and sub-locations for A.) each Participating Library and B.) across all of the Participating Libraries.
    h. Describe the Solution's support for viewing the individual Participating Library's as well as all Participating Libraries' holdings (as a collective) in both the staff and public interfaces.
    i. Describe the Solution's support for automatically exporting records and synchronizing local holdings with union catalogs (e.g. OCLC WorldCat, Link+) and other external systems. Describe any error reporting or validation that is part of the process, and any functionality for correcting mismatches.

4. Authority Control
    a. Describe how the Solution supports current standards for authority control and allows all relevant bibliographic fields to be authority controlled without intervention by you as the Solution vendor. Describe how the Solution identifies which fields can be controlled. Describe the Solution's included automated authority control practices and the ability to customize these practices.
    b. Describe how the Solution allows the management and maintenance of a shared authority file, with control clearances for each individual Participating Library and for all of the Participating Libraries (as a collective).
    c. Describe the Solution's support for multiple name and subject thesauri (e.g. Library of Congress Subject Headings ("LCSH"), Medical Subject Headings ("MeSH")) when it comes to record entry, search, and any automated updating of authorized headings within bibliographic records. Specifically describe how the Solution handles the case where the heading in one thesaurus is a cross-reference in another thesaurus.
    d. Describe support for the creation or loading of local authority records. Describe if these local authority records are distinguished in any way when it comes to search, display and any automated updating of authorized headings within bibliographic records. If the Solution integrates access to global, shared authority files, describe any functionality that allows the local authority record to override any global authority record that may otherwise be in conflict.
    e. Describe how the Solution manages the import and export of authority data with one or multiple authority vendors.
    f. Describe the Solution's ability to validate bib record information based on authority records
    g. Describe the granular level of search and editing capability of a given heading, i.e. subfield level.

h. When updating the heading in an authority record, describe the Solution's support for optionally updating the heading in all associated bibliographic records.

i. If the Solution integrates access to global, shared authority files, describe the specific thesauri that are represented, the frequency of updates, and note the specific functionality that is made possible by this integration. Describe the update notifications/logs that are generated and made available.

j. Describe how see and see-also references are supported for search and display across the Solution's staff and public interfaces.

k. Describe how locally created cross-references are preserved, identified and displayed.

l. Describe any reports designed to support the maintenance of authorized headings.

m. Describe the Solution's support for automatically adding Faceted Application of Subject Terminology ("FAST") headings to records based on existing subject headings.

5. Quality Control

a. Describe the Solution's functionality for tracking changes to records (all types) and allowing for "undoing" changes to records.

b. Describe the Solution's functionality for validating records (all types) to ensure they adhere to the supported standards. Describe any ability to customize this validation, any configuration for the validation of locally defined fields, and the alerting process when records do not validate.

c. Describe the Solution's support for the batch loading of records (all types). Describe any automation or scheduling that is possible, any functionality around customizing the record load (e.g. re-mapping fields, selecting whether the records are loaded as new or match on a specific identifier, protecting existing fields, modifying incoming fields), and any available error reporting or validation of the process (including the identification of duplicate records). Describe any ability to prevent or allow overlay based on the record's encoding level. Describe any limits to the number of records that can be imported at one time. Describe any limits to the number or type of sources from which records can be imported. Describe any limits regarding the supported metadata schema.

d. Describe the Solution's support for the batch updating of records (all types). Describe the functionality for selecting and storing the set of records to be batch updated, the specific types of record updates that are possible, whether groups of routine edits can be stored and reused, the metadata formats that are supported, and any available error reporting or validation of the process. Describe any limits to the number of records that can be selected or updated at one time.

e. Describe the Solution's support for the batch exporting of records (all types). Describe the functionality for selecting the set of records to be exported, any automation or scheduling that is possible, any functionality around customizing the record export (e.g. transforming to a different format, adding default values), the export formats that are supported, and any available error reporting or validation of the process. Describe any limits to the number of records that can be exported at one time.

f. Describe the Solution's support for converting an external file of identifiers (e.g. control numbers, record IDs) into an identified set of records within the Solution that can then be acted upon (e.g. batch updated, exported, etc.)

g. Describe any performance or load-balancing issues that may be inherent to the structure of the Solution across functional areas as well as multiple institutions. For example, if there is a large bibliographic record load in progress; describe any expected Solution slowdown or other impact on other functionality (other cataloging tasks, a simultaneous patron record load, etc.) Describe any impact one institution's use of the Solution may have on tasks being performed by other institutions. Describe how Solution resources are balanced or prioritized across multiple tasks in progress.

h. Describe the Solution's standard database maintenance reports, including, but not limited to data duplication, etc.

     i. Describe the Solution's ability to run scheduled jobs for routine tasks. Describe the routine tasks that are included.

     j. Describe the Solution's support for automatically adding Content, Media and Carrier Type values to the MARC 336, 337 and 338 based on fixed fields or other data.

C. Circulation and Resource Sharing

1. Circulation

Circulation functionality is utilized daily for functions including: circulating materials (books, reserve items, laptops, and media), access services (creating and maintaining staff, faculty and general public accounts while importing and managing student accounts), creating and managing course reserve item records (textbooks, anatomical models, calculators), generating patron reports and materials usage statistics, processing material holds and requests, creating courtesy notices and bills for fines and replacement fees, and collecting monies for fines and fee payments. UNLV University Libraries seeks solutions that allow all these functions to be performed effectively and efficiently and integrates fully with the discovery layer and ILL functions.

a. Workflow/Overview

1. Describe the Solution's workflow from the point of an item-level request made by a patron on a local item, through delivery of the item to the patron at the patron's specified pickup location, and ultimate circulation/check-out of the item to the patron.
2. Describe the workflow from the initiation of an item-level request made by a patron on a Participating Library item, through to delivery of the item to the patron at the patron's specified pickup location, and ultimate circulation/check-out of the item to the patron.
3. Materials can circulate from various physical locations. Describe how the Solution handles multiple branches, remote storage facilities, and special collections within a single institution with respect to requesting, circulation, and delivery.

b. Administration

1. Describe the flexibility, editing and management of circulation parameters and rules. For example, does the Solution allow for different lending rules based on patron and item type; does it support rules to allow for circulating non-traditional materials (equipment, computers, laptops, software, etc.); etc.
2. Describe the Solution's capabilities for exporting circulation rules/parameters (e.g. circ mapping tables) to other software such as Excel for manipulation
3. Describe how the Solution integrates lending rules with library hours and closures.
4. Describe how the Solution provides for the coexistence of lending rules that may apply to all Participating Libraries and lending rules that apply to each individual Participating Library.
5. Describe the permission levels for maintaining access to specific circulation functions for each Participating Library and across all Participating Libraries
6. Describe how staff permissions can be assigned to groups, as well as to individuals
7. Describe how the Solution reports on override activity. Can it produce a report showing when specific overrides were performed in the Solution along with the date/time, initials, and patron/item information for each override
8. Does the Solution support tiered staff functions based on log in to facilitate overrides and exceptions? If so, how long does the override authorization last (e.g. can it last for all transactions while the record is open and clear once record has been closed).
9. Describe the ability to tailor staff screens by specific login, showing only functions needed by staff logged in at that workstation rather than all available functions.
10. Describe any flexibility within the staff client to change between circulation and other staff modes, such as cataloging or acquisitions.
11. Describe the process for making changes to circulation parameters and how quickly they take effect.

12. Describe the ability to set up permissions so that edits can be tracked by date and by who made the edits. Can this "tracking" data be reported on and/or searched?
13. Describe management of circulation transactions alerts, and what circumstances trigger the alert (e.g. an item may have multiple parts – and the CD in the back of a book needs to be checked out). How are staff notified of these alerts, pop ups, sounds, etc.?
14. Describe the capabilities for searching indexed fields? How are searchable fields indicated?
15. Describe the ability of the Solution to generate and sort lists of records, and export the record data into various software programs and formats (e.g. Excel, Word).

c. Circulation Functionality (Check in/out and Renewal)
1. Describe the workflow for check in/checkout at a local circulation desk.
2. Describe how the Solution determines due dates, due times, and fines for checkouts, renewals, recalls, and holds, both for the A.) individual Participating Library and B.) across all Participating Libraries.
3. Describe the available options when exceptions need to be made (e.g. backdating check-in or overriding a due date). How does this interact with loan rule/policies that may be specific to one Participating Library when dealing with lending across all Participating Libraries?
4. Describe the renewal functionality, including Solution automated generated renewals, staff initiated renewals, and patron initiated renewals for both the A.) individual Participating Library and B.) across all Participating Libraries. Can the number of renewals and renewal time length be specified by patron type?
5. Describe the mechanisms for tracking items in transit for delivery from and to their home libraries.
6. Describe any cross circulation functionality. Cross circulation functionality is the ability to track at the item record level when patrons from one Participating Library checkout material from another Participating Library.
7. Does the Solution support the ability to circulate materials on the fly? Describe this process?
8. Describe what mechanisms are supported to scan or read material and patron identifiers into the Solution (barcodes, RFID tags, mag stripes, etc.).
9. Describe the ability to support offline circulation transactions when the Solution is unavailable. If a site loses access to the Solution, what kinds of activities (e.g., checkout, check in, cataloging, receipt printing) would the site be able to continue? Once the Solution is back online and available, describe the process involved in resynchronizing/reconciling the transactional data generated while the Solution was down, with the Solution
10. Describe how the Solution reports transaction errors and other errors, so that staff may take action on them. What type of visual and audio alert would staff see or hear?

d. Billing/Payments
1. Describe how the Solution manually and automatically generates bills and fees for services, fines, and lost items. Does the Solution support different fine amounts with multiple fining periods for multiple patron/item type combinations? Is the Solution capable of capping fee amounts based on item types regardless of number of days overdue?
2. Describe the options available to update, edit, and undo payments.
3. Describe how the Solution allows libraries to accept payment for services, fines, and materials at a service desk in the library and also waive fines.
4. Describe any capabilities that the Solution has to track all fees accrued for both the individual Participating Library and across all Participating Libraries. Can the Solution indicate at which Participating Library the fees were accrued?

5. Describe the types of payments the Solution can accommodate (credit card, cash, campus cash cards, etc.) and how it can be customized by each Participating Library. Describe any online payment features offered to end-users for fines due.
6. Describe the history and detail that is kept on bills and fines. How long is this history retained? Describe the ability to run reports based on the date fine or bill is incurred and the ability to identify library location where fine was incurred.
7. Describe how the Solution may integrate with A.) a campus financial Solution (e.g. PeopleSoft), and B.) with an institutional business office or external service bureau, to process financial transactions. Can the Solution handle coordinating with such financial solutions so that all pertinent records are cleared and/ adjusted in real time?
8. Discuss your awareness of applicable laws and university standards regarding payments and confidentiality.

e. Items
1. Describe how the Solution manages, updates or limits item statuses, such as automatic- vs. staff-initiated status changes.
2. Describe the ability of the Solution to retain a history of item status changes, e.g. from "claims returned" to "not checked out."
3. Describe how the Solution handles and tracks the creation of and changes to temporary item records. Describe any customizable templates for creating temporary bibliographic and item records
4. Does the Solution allow staff to see how many times an item has been renewed?
5. What information is available for reporting after item records are deleted or withdrawn?
6. Describe the capabilities of the Solution to track in-house use of materials and what statistical reports may be generated from this data.
7. Describe how each of the following data is updated and maintained:
   - total checkouts;
   - total renewals;
   - year-to-date;
   - last-year-to-date checkouts
8. Describe the inventory/collection management tools available in the Solution. Does the Solution update the inventory field in the item record when the item is checked in (or otherwise scanned)?
9. Describe any mechanisms offered for Floating Collections.

f. Holds management
1. Describe the criteria/rules for paging items and placing holds. For example, can a hold be placed for an "on order" item; can multiple patrons request the same item be placed on hold; can a patron place a hold on just one volume in a multi-volume set. Describe how the Solution makes items non-requestable for holds or paging.
2. Describe the hold/holdshelf management capabilities of the Solution. Is the paging list for paged items updated in real time or does the Solution have an update lag? If so how long until the paging list is updated?

g. Patron Records
1. Describe integration with campus information systems (e.g. PeopleSoft) for patron management and batch patron loads. Does the Solution allow for uploading patron information from campus solutions outside of a student registration database?
2. Describe the elements and structure of a patron record in the Solution and how patron records are created. For example, does the Solution support record templates for both A.) the individual Participating Library and B.) across all Participating Libraries? Can each Participating Library sharing the Solution have unique templates?

3. Describe the information that staff can see in a patron record view and what can be edited and changed in that view? E.g. Can the item status be changed while viewing a patron's account?
4. Describe the fixed and variable fields available in the patron record. Does the Solution support the ability for each Participating Library to have custom fields? Which patron fields are indexed?
5. Describe how the Solution tracks changes to patron records.
6. Describe how the Solution accommodates multiple patron statuses (a library staff member that is also a grad student, etc.). Does the Solution allow specification of a hierarchy of privileges of multiple simultaneous statuses when there may be a conflict?
7. Describe how the Solution allows a patron to access services at multiple Participating Libraries while also maintaining a primary affiliation (e.g. a "home library").
8. Describe the ability to update patron records both individually and globally. How and when can patron records be merged? How are patron records deleted?
9. Describe the ability of the Solution to retain transaction-oriented information (without patron-identifiable data) indefinitely for statistical reporting purposes, even if the associated item or patron has been removed from the Solution.
10. Describe how the Solution allows management of patrons (alumni, community borrowers, etc.) who only have local tangible material borrowing privileges.
11. Describe how the Solution protects patron data and privacy
12. What kind of data, other than text, can be attached to patron records (e.g. patron photos)?
13. Describe how the Solution allows automatic and manual blocks on patrons from borrowing and other services for both the A.) individual Participating Library and B.) across all Participating Libraries. Are blocks automatically released when a fine or bill is cleared?
14. Describe how the Solution supports proxy and/or linked patron records. Can items be transferred from the proxy account to another account and vice versa?
15. Describe how the Solution supports patron record loading and field protection in existing patron records. Is there an interface for mediating/translating patron data as it is ingested from a student information Solution? If so, what are the supported options and is scripting functionality (e.g. regular expressions, Perl) provided for more advanced manipulation of incoming data.

h. **Course Reserves**
1. Describe the Solution's course reserves functionality (both print and electronic), including the ability to cross-link courses and items, templates for course reserve records and the ability to suppress temporary items. Does the Solution allow for various check out time options?
2. Describe the process for activation and deactivation of course reserve items and lists.
3. Describe how the Solution handles moving items from a permanent collection location to a temporary Course Reserves location. Describe how the Solution stores "on reserve" and "off reserve" date history in the records of library-owned items. Does it retain course information, etc. as part of this history?
4. Describe the process for the creation of physical and electronic/digital item records specific to Course Reserves. What are the supported file formats for electronic reserves? Does the Solution allow for adding library owned items to multiple course reserve pages?
5. Describe how Course Reserves integrates with the catalog/discovery layer. Does the Solution support the ability to suppress personal course reserve records outside the reserve layer/module? What are the fields that can be indexed?
6. Does the loan period (i.e. "-hour checkout") display in the course record in the discovery layer and in the item record?

7. Describe how the Solution supports integration of Course Reserves with learning management solutions? (e.g. Blackboard, Moodle, etc.)
8. Does the Solution allow faculty instructors to request Course Reserves items via the Discovery Solution? If so describe the workflow.
9. Describe any copyright and licensing agreements, procedures, and compliance awareness that your Solution offers.

i. Self Service and Bookings
1. Describe all patron self-service features of the Solution, including self-service for such activities as holds, bookings, renewals, notice preferences, self-updates of patron information, etc.
2. Describe how the Solution integrates with self-checkout solutions.
3. Describe the booking and scheduling capabilities for equipment, materials, and rooms. Does the Solution integrate with external scheduling/booking software such as Dean Evans' Event Management Software ("EMS")?

j. Notices and Communications
1. Describe the types of electronic and print notices and products which the Solution provides (receipts, paging slips/lists, book bands, hold shelf tags, pickup and overdue notices). Describe when/why these notices and products are generated.
2. Describe the ability to customize, design, and brand print and electronic notices (templates). Does template creation use standard software?
3. Describe the types of automated patron notifications the Solution provides (e-mail, SMS, etc.). Can patrons select notification delivery type preference? Can staff email custom notifications based on selected patron or notice criteria? Does the Solution allow for repeat notices to be sent?
4. Describe any abilities to send custom and standard emails/SMS from patron records within the Solution.
5. Describe any features that enable the scheduling of notice generation.
6. Describe the ability for staff communication (local and inter-institutional) about individual transactions (message alerts in records, as an example).

2. Resource Sharing
The Resource Sharing functional area of the UNLV University Libraries is responsible for managing and processing patron requests for resource materials that are not owned by the UNLV University Libraries. This RFP seeks a Solution that provides complete integration with the ILLiad system.

a. Describe how the Solution supports ILL functionality – both for borrowing and lending. Does it allow for both mediated and unmediated requests?
b. Describe how the Solution supports each of the following:
- the NISO Circulation Interchange Protocol (NCIP)
- American National Standards Institute ("ANSI")/NISO Z39.83
- Standard Interchange Protocol version 2.0 ("SIP2")
c. Does the Solution support the ISO 1060/10611 ILL protocols?
d. Describe what ILL software solutions are supported and how they are integrated (does the Solution support ILLiad, OCLC Navigator, Relais D2D)? Describe how request data is integrated from these external systems so that patrons can:
- view outstanding requests;
- have materials circulated from the external system via their patron account
- renew items;
- view accrued fines; pay fines
e. Describe how the public interface of the Solution integrates with ILLiad for requesting unowned items using single sign on.

    f. Describe how the Solution federates with other circulation platforms, including traditional interlibrary loan systems (ILLiad, Rapid-ILL, etc.), for the delivery of electronic and physical materials of items not owned at UNLV.

    g. Describe how the Solution supports the tracking of items in transit for delivery from and to their home libraries for external ILL requests (non-NSHE libraries). Describe any notices or reports that are generated for the supplying and lending library. Describe how the Solution records changes and updates within the ILL request record.

    h. Describe how the Solution interfaces with an external consortia borrowing system such as the Innovative INN-Reach product (Link+).

    i. Does your system create temporary circulation records for ILL items? If so, describe.

    j. Describe how the ILL component links to and integrates with other components within the Solution. Are transactions associated with ILL requests and fulfillment recorded in other records or areas of the system? Does the Solution record statistics related to ILL?

    k. Describe how the Solution can handle on-demand scanning of local materials requests, such as book chapters or archive materials.

    l. Describe the Solution's features for generating shipping labels and paging slips.

    m. Describe the tools available to manage and balance borrowing requests to target outcomes (specified by staff at each Participating Library) such as workload fairness and speed of delivery. Include information about how quickly such changes take effect.

    n. Describe any copyright and licensing agreements, procedures, and compliance tracking that the Solution offers.

    o. Describe any features/functionality that allows the restriction of ILL privileges on local patron groups (e.g. community /alumni / affiliated groups).

D. Reporting and Analytics

The Solution should facilitate staff in making data-informed decisions through robust and automated report generation features that allow a clear and granular understanding of collection use and library activity. The Solution should support easy import and export of data, including the utilization of standard formats that allow the data to be re-used in external tools such as Excel and Tableau.

    1. Describe the array of variables about which reporting tools can gather statistics, such as locations, call numbers, patron categories, order status and material formats, or owning library, including pre-selected and ad hoc choices. Explain any limitations in availability or in the combination of data elements from different record types.

    2. Describe Operational (i.e. non-public-facing) search functions for creating actionable sets of records, including, but not limited to, Boolean expressions, Regular Expressions, CONTAINS/HAS, wildcards, and fuzzy search capabilities.

    3. Describe standard operational and analytical reports provided by the Solution. Address any limitations that are imposed (e.g. number of records, last transaction date, range specifications, etc.). Examples of these reports include:

        • Age, size and location of collection, filtered by format and subject and including item and title counts

        • Acquisitions and usage of items by item type, date, cost, order, fund, location, vendor, selector, format, and bibliographic record, including data across record types, and whether an item is actively available or has been withdrawn;

        • Accounting reports of invoices, encumbrances, fund activity, register postings, payments, and processing status, including by time period, vendor, amount, quantities, totals and errors. Describe how the Solution assigns costs for packages. Describe export options when multiple payments are attached to an order, as in standing orders. Describe historical reporting, including budget and spend data.

        • Vendor performance reports by quantities, amounts, totals, errors and delivery time;

        • Cataloging/Metadata reports, including custom reports and actionable sets of records based on individual fields, as well as routine activities such as URL errors. Describe headings reporting, including first time, invalid, duplicate, blind references, updated, near

matches, non-unique 4xx and cross-thesaurus matches. Describe both search and export options at the level of MARC 21 fields and subfields, including leader and control fields. Describe administrative reports such as records added/withdrawn/deleted by year and by individual staff. Describe ad-hoc report generation capabilities such as cross-tab reports;

- Circulation statistics reports that are retained indefinitely, that can be run with a variety of time periods that include Checkout, Renewal, Check-in, Number of Holds placed and filled, limited by where the transaction took place, what hour, and be able to be broken down by all fields in the patron and item record. Describe the ability to report local paging requests by patron type, item location and item type separate from filled hold statistics.
- Collection development reports for # of items added, orders received and paid, total spend, average spend per title, cost per use, bibs cataloged, percentage of collection circulated annually;
- Resource sharing reports that include metrics such as fill rate, turnaround times, time in different statuses, libraries lent/borrowed from, highly requested items, fines reporting, etc.;
- Serials reports including number of active subscriptions, number of pieces received, internal use count, bound volumes count and filtered by fund code and subject area;
- How your Solution supplies accurate, de-duplicated counts of library resources by (including but not limited to) format, material type, title, discipline/LC call number range, status, date acquired/withdrawn, purchase source (i.e., local, consortia).

4. Describe usage reports for all types of physical and electronic resources. How will each help us compare resource usage across different formats? Examples of these reports include:
   - Cost per use statistics for all types of resources, including accounting for full text retrieval and searches, individual and package subscription costs, individual and package purchase costs and platform or annual access fees. How does your Solution distribute package costs across resources within the package?
   - Collection usage reports by subject area, publication date, LC range, patron type, fund code or other criteria; can the Solution provide usage reports on recently ordered materials based on order date;
   - How your circulation reports incorporate flexible date ranges, call number ranges, patron type, material type, title, internal use, material location (e.g. ASRS storage, reserves) or combinations of these criteria.
   - In addition to what's provided in standard journal JR* COUNTER reports, how do your reports distinguish between titles that are part of a package and those on the same platform that are purchased separately. How does your Solution report data for titles available
   - In addition to the standard eBook BR* COUNTER reports, how do your reports distinguish between titles that are part of a package and those that are purchased separately;
   - Demand-driven acquisition usage statistics for eBooks, media and other formats, including reports on titles triggered or not triggered by subject, LC call numbers, date of publication, etc.;
   - Statistics on usage by various access/licensing models for materials in all formats;
   - Usage statistics from non-COUNTER compliant vendors both manually and using automated reports. Does the Solution allow reports using usage from both COUNTER and non-COUNTER sources

5. Describe the Solution's conformity to existing national standards, e.g., ANSI/NISO Z39.7-2013, ICoLC and COUNTER.

6. Describe Resource sharing/ILL reporting features. Does the Solution provide lending statistics for chapter and journal articles? Does the Solution provide detailed paging data between shared ILS institutions? For example, the ability to track month to month, year to year all bibliographic information, which includes LC classification. Describe how your product's statistical data may

be combined with data from related systems (e.g. RapidILL, ILLiad, LINK+, GetItNow, etc.) to produce meaningful, de-duplicated reports. Does it provide linkages between ILS patron data and ILL borrowing/lending material(s) via ILLiad SQL tables (which include all ILLiad addons, e.g. Reprints Desk, Rapid, Relais).Describe the Solution's ability to generate cost/use data on ILL transactions.

7. Describe discovery layer reporting capabilities, such as number of searches, search terms, resource types, time of day, and patron type.

8. Describe how the Solution reports usage data of materials housed in the ASRS, including items picked by title, discipline/subject area, material type and item-status changes. Are transactional operations between the software/databases used by the ASRS and the library services platform made, recorded, and updated in real-time?

9. Can the Solution generate reports from license records, if so please describe those reports?

10. If the Solution provides a link resolver, does the Solution record the path of the user from the search term used to ultimate resolution of their search (such as full-text delivery of the item)? In other words, does the Solution track, record, and report the navigation decisions of the user when conducting a search? Data recorded could include, requests and click-throughs by unique user, patron type, date, source and source type, and object type. Does the Solution provide reports such as most popular resources, requests for journals that do not provide full-text, un-accessed resources filtered by vendor and user IP address, etc.?

11. Describe what data/statistics are available to describe staff system usage, including workflow management data.

12. Describe any supported integration of patron data from sources traditionally gathered and stored outside a library services platform (e.g. user demographics, student level, major, course registration, GPA, faculty discipline). Describe how the Solution maintains confidentiality of this data in order to meet privacy requirements without compromising utility. Detail security measures. Describe how the Solution retains this data for reporting purposes; how is it affected by changes to the patron database?

13. Describe any supported Integration of statistics from external sources and services such as instruction sessions and attendance, reference consultations, study room usage, equipment rentals, room reservations, and LibGuide usage.

14. Describe any reporting functionality using data and/or logs from proxy/identity management (LDAP/Shibboleth etc.) that can provide aggregated data to help identify trends of use in departments or colleges or across demographics (grad, faculty. undergrad etc.).

15. Describe the Solution's capability to make data comparisons across the A) individual Participating Library and B) across all Participating Libraries sharing the Solution. Such data comparisons could be collections comparisons, etc. (e.g. if the College of Southern Nevada copy of a print item has recorded no use, what about UNLV's copy)?

16. Describe how the Solution supports recording and generation of data required by external organizations such as the Association for Research Libraries ("ARL"), Association of College and Research Libraries ("ACRL"), National Center for Education Statistics ("NCES"), accreditation agencies, and college rating guides.

17. Describe any dashboard reporting features and capabilities, such as sharing features, (e.g. view-only access or live reports), customization, exporting both raw and formatted reports, automatic updating, or archiving.

18. Does the Solution provide any built-in data visualization functionality? If so please describe.

19. Describe the APIs, scripting functionality or similar features in the Solution that specifically enhances analytics and reporting.

20. Describe how reports can be exported and in what formats?

21. Does the Solution integrate with Google Analytics or similar products that track visitation to and pathways utilized in the discovery layer

22. Describe how, and for how long, the Solution archives statistical/analytical data and reports. Include any limits on size of reports or upon stored or archived data. If data and reports are discarded after a period of time, what notifications does the client receive and what processes are available for the client to download and self-archive data?

23. Describe the ability of the Solution to retain transaction-oriented information (without patron-identifiable data) indefinitely for statistical reporting purposes, even if the associated item or patron has been removed from the system.
24. Describe how reports can be automated and scheduled?
25. Describe any delays between record updating and the availability of those updates in reporting. If so, what reports are impacted? Describe the typical circumstances in which a user would have to wait more than one hour, 12 hours or 24 hours for a report? Is cached data available for quicker reports?
26. Describe if permissions/authorizations can be applied to reporting so that certain data elements and report types are restricted to authorized users?
27. In addition to the desired functionality listed above, address the expertise needed by library staff, or any functions that require intervention by a database administrator or Systems/IT personnel.

4. Discovery and User Experience/Proposed Functionality   Total Possible Points 20

The Solution's public interfaces should include a discovery layer that is high-performing, well-integrated with the other modules of the Solution, and offers the ability to instantly search across the various collections of one particular library, all the Participating Libraries and beyond via an interface that can accommodate searchers with varying needs and levels of expertise. The discovery layer should enable not just search but also clear access and delivery, seamlessly connecting library users to all the content that can be made available to them based on their affiliation(s). The user should be able to manage their own experience when conducting searches, requesting materials, and using their accounts.   The user experience for discovery, access and other interactions should not require having to use or log into an excessive number of different systems or interfaces.   Individual institutional control over the branding, customization and configuration of the Solution's public interfaces should be well-supported for each of the Participating Libraries.

When addressing criteria below, please include screenshots where appropriate

A. Discovery and Supporting Discovery
1. Describe how the Solution will provide library users with an intuitive interface that searches disparate resource silos (e.g., local physical, electronic and/or digital collections, vendor-supplied electronic resources, manuscripts and archival material, institutional repositories, images, etc.); enables users to create searches in their own words; retrieves relevant items available to them regardless of format or physical location; and displays, organizes, and limits search results in an understandable manner.
2. Describe how the Solution will enable users to refine a search by criteria such as availability, location, creation or publication date, and format or material type. Describe what refinements or facets are available by default and how they can be customized.
3. Describe how the Solution will facilitate both known-item searches and open-ended searches (including authors, titles, subject terms, or other identifying information) using an intuitive interface.
4. Describe the Solution's support for searchers with varying levels of expertise, from beginners who may be more accustomed to a single search box to expert searchers who will require more control in formulating search statements and handling results.
5. Describe any default search limiters that are supported in the Solution's public interface (e.g. to exclude newspapers, limit to scholarly resources or limit to peer-reviewed), how they are defined and how they can be customized.
6. Describe the Solution's support for the presentation of holdings for each Participating Library. Describe how the Solution allows end-users to search across the holdings of all Participating Libraries. Is there the option to display holdings from multiple Participating Libraries on one bib record? Vice versa, describe how the Solution allows end-users to search the holdings of just one Participating Library. If the Solution requires a shared bibliographic record environment, describe the options for limiting the holdings display to just one Participating Library.

7. Describe the Solution's support for limiting searches to items held by or accessible to a specific Participating Library. How searches can be limited to items that are "available" according to other definitions (e.g. items held that are not presently checked out) and how this can be customized by the institution.

8. Describe how your Solution supports browsing and serendipitous discovery. Describe any support for a browse shelf feature. Describe the browse searches that are supported (e.g. call #, name, title, subject, etc.)

9. Include a listing of those databases, publishers, open access repositories, and other data sources that are indexed by the discovery system, the level of indexing, e.g. metadata or full-text, and the frequency of updates. Describe the type of content that is indexed, e.g. articles, books, images, schematics, data sets.

10. Describe how the Solution identifies the source of search results and how this information is presented to advanced searchers who may appreciate transparency in understanding what is being searched.

11. Describe the metadata formats that are supported for ingest into the discovery layer. Describe the approach for accommodating future metadata standards, and the criteria for determining which metadata standards are supported.

12. Describe the methods used to interpret, transform, map and reconcile metadata that may be ingested into the Solution from different sources. Describe each Participating Library's ability to customize this functionality and any limits to the individual Participating Library's local control over this process.

13. Describe the mechanisms that are supported for harvesting metadata into the discovery layer (e.g. Open Archives Initiative – Protocol for Metadata Harvesting ("OAI-PMH"), SFTP/FTP, etc.) and any configuration options or local control each Participating Library has over the harvesting process.

14. Describe the level of control each Participating Library will have over the indexing of records harvested/ingested from its collections (e.g. local catalog, digital collections, institutional repository). To what degree can each Participating Library modify indexing, scopes, and facets? To what degree can each Participating Library modify the terms used within facets (e.g. defining different terms for material types.)

15. Describe how the standard indexes and facets are defined. If it is not possible for each Participating Library or all of the Participating Libraries as a collective to create customized indexes and facets, describe how the Contractor responds to requests to create customized indexes and facets.

16. Describe the Solution's support for de-duplicating or merging multiple records that may describe the same resource. Describe any configuration options or other local control each Participating Library has over this process.

17. Describe the Solution's support for harvesting and displaying thumbnail images that may be associated with certain local collections (e.g. digital collections.)

18. Describe the Solution's ability to display and allow users to navigate hierarchically structured metadata (e.g. Encoded Archival Description ("EAD") or Metadata Encoding and Transmission Standard ("METS").)

19. Describe the Solution's default relevancy ranking algorithm. Describe any configuration options or local control each Participating Library has regarding relevancy ranking, such as being able to preference the individual Participating Library's materials or materials from certain sources.

20. Describe how pre-defined scoped searches are configured for the Solution's public interfaces. Describe the process of creating or redefining a scope, any limits to scopes (e.g. number of scopes, number of criteria used to define a scope), and the criteria that can be used to define a scope.

21. Describe how quickly new/changed/deleted records are updated in the discovery layer. If records from different sources are updated at different frequencies, please specify. If different types of records (e.g. bibliographic records vs. item/holdings records) are updated at different speeds, please specify. Describe any configuration options or local control each Participating Library has regarding the frequency of updates.

22. Describing the Solution's support for reporting and error-checking to identify problems in harvested records that may prevent them from being correctly ingested or indexed in the discovery layer. Describe the logs that are available for record loads and indexes, and how these logs can be accessed by each Participating Library.
23. Describe each Participating Library's ability to selectively suppress specific results from the central index.
24. Describe your responsiveness to correcting citation/indexing problems in the central index.
25. Describe the Solution's ability to make useful database recommendations based on the user's search, including any ability to customize recommendations and add non-database recommendations.
26. Describe the Solution's ability to recommend appropriate LibGuides and LibAnswers based on the user's search. Describe any configuration options for when and where the recommended LibGuides and LibAnswers appear.
27. Describe the Solution's ability to recommend subjects, alternative titles, spelling corrections, and other ways to help the user refine search strategies or find related resources
28. Describe the Solution's support for features (such as recommendations) that are based on user data. Describe the source of the user data and how it is aggregated.
29. Describe the Solution's support for displaying Participating Library-specific information on a library-by-library basis? (For example, if one Participating Library wanted to provide the loan information or number of concurrent users for an eBook, how does your Solution handle this?)
30. Describe the Solution's support for eliminating "dead ends" for searchers. How are end-users connected with resources or context-specific help in locating resources if a search does not produce results?
31. Describe the Solution's ability to include and display 'cited', 'cited by' and 'related results' for each search result. Describe the source of this information.
32. Describe the Solution's ability to present citations formatted in a variety of common styles so the end-user can directly copy/paste instead of having to export to a citation management tool first.
33. Describe how the Solution integrates supplemental and contextual information provided about items such as book covers, tables of content, reviews, previews, etc. from providers such as Syndetic or Google Books.
34. Describe how quickly the Solution returns search results. What constitutes a "slow" search? Describe your efforts to optimize search speed.
35. Describe the Solution's support for the search, display and filing of non-Roman characters and diacritics. Describe the Solution's support for Unicode characters in all aspects of the system.
36. Describe the Solution's support for custom list creation by each Participating Library to enable discovery of certain sets of resources (such as new books, popular reading suggestions etc.) How are these lists displayed in the interface? Can these lists be shared on social media or linked?
37. Describe the Solution's support for labels or icons that may appear in search results or the individual record display to distinguish between different types of resources, e.g. book chapter, journal article, still image, audio file, 3-D object, DVD, Blu-Ray, eBooks, streaming video, letter within a collection, etc. Describe how these labels or icons are defined and how they can be customized.

B. Access and Additional User/System Interaction
1. Describe how the Solution enables users to discover the availability, status, and location of specific resources. How does the Solution distinguish between available full text electronic or print and unavailable full text electronic or print? How does the Solution indicate that an item is not available and can be requested through ILL?
2. Describe how the Solution enables users to borrow or request items from their own Participating Library's collections, from the other Participating Libraries' collections, or from other external libraries?
3. Describe how the Solution determines which request or fulfillment option(s) should be presented to the user for a particular item. Does the Solution allow for a hierarchy of ranked fulfillment

options that should be presented? Describe the control each Participating Library has over the ranking of options and the logic used to present them.

4. Each Participating Library manages its own electronic resources and frequently these resources are not available to users at the other Participating Libraries. Similarly, items in digital repositories may be subject to access restrictions imposed by the creator or the holding Participating Library. How will your Solution clearly expose the resources a user has the right to access and connect users with the appropriate electronic or digital resource? Describe any interface options that might exist to limit search results to what is available to users affiliated with a particular Participating Library, or what is publicly accessible. How might this experience differ if a user is on or off-campus?

5. Describe the Solution's ability to prioritize certain full-text links over other full-text links within the Solution's public interfaces, e.g. Safari over ebrary. Describe any configuration options or control each Participating Library has regarding the prioritization or sorting of links.

6. Describe how the Solution indicates to users when items are subject to embargo and may not have full text available? If embargo dates apply, how is this information displayed?

7. Describe how users navigate from search results to the full text, including how links to full text are generated (e.g. via an integrated OpenURL link resolver or harvested direct links.) Describe how users can navigate from content back to the list of search results.

8. Describe how the Solution enables users to access their own accounts in order to view their account status, items checked out, status of recall/hold requests, patron fine status and fees/fines paid. Describe how the Solution enables users to view, renew, and track requested or checked out items from the user's home Participating Library or other Participating Libraries' collections. Describe how items acquired via ILL can also be viewed, renewed or tracked using the same interface.

9. Describe how the Solution enables users to save, print, share (e.g. email, text, social media) or export single items or selected lists of items to citation management (e.g. Refworks, Endnote, Mendeley), word processing or other productivity software. Describe how the Solution similarly enables users to save, print or share searches.

10. Describe how the Solution allows users to create an account where they can keep citations and save searches (not a temporary folder). Describe the Solution's support for custom notifications (e.g. email, RSS feeds) for new results of saved searches.

11. Describe the Solution's support for allowing users to "opt in" to keep their personal circulation history. Describe the "opt-in" mechanism, any limits to the information that is retained, where this information displays and how it can be accessed, when and how the data can be purged, and any configuration options.

12. Describe how the Solution manages and enables users to locate course reserve materials. Can a static link be made for reserve lists? Can reserve items be suppressed from the general search but display in a research specific search?

13. Describe the Solution's support for shareable virtual collections and alerts based on keywords or other criteria such as item availability. Describe how these shareable collections or alerts can be created, and whether they can be created by end-users or staff.

14. Describe the Solution's support for permanent, shareable URLs for individual records, searches, and other types of pages that may be offered through the Solution's public interfaces.

15. Describe how users might interact with the Solution through tagging, recommending, or writing reviews of resources. Describe library staff's ability to moderate this content. Describe the general retention policy for this content and any related configuration options or data requirements. For example, if a patron record is deleted, will any tags, reviews, etc. associated with that account also be deleted?

16. Describe the logs that are kept and the reports that can be generated for searches, facet selections, click-throughs, and any other type of user interaction with the Solution's public interfaces. Describe how these logs and reports can be accessed and if they can be accessed without vendor intervention. Describe the Solution's support for integration with Google Analytics.

C. Interface Design and Integration

1. Describe the branding and customization options that will be available to each Participating Library, including capabilities for setting default options, customizing labels, re-ordering facets, and setting the look and feel.

2. Describe the Solution's support for the selective display of individual metadata fields, subfields or elements. Describe how the display of individual fields, subfields or elements can be customized for each Participating Library, and the control each Participating Library has over this process.

3. Describe how you will approach evaluating and improving the usability and accessibility of your Solution. How is user feedback obtained and used to drive system/interface changes? What is your release cycle for system fixes, changes, etc.?

4. Describe the Solution's accessibility (e.g. compliance with Section 508 of the Rehabilitation Act of 1973) to users with disabilities.

5. Describe the Solution's support for highlighting search terms within the results display. Describe how this functionality can be controlled by each Participating Library or the end-user.

6. Describe the help options that are available to end-users. Can each Participating Library customize the interface to link to an Ask-a-Librarian service, a local knowledge base, or other local information specific to the Participating Library? If the Solution offers the ability for users to contact you directly, how will you respond to users who contact you for assistance?

7. Describe the Solution's support for incorporating external JavaScript widgets for news feeds and chat functions in the Solution's public interfaces.

8. Describe the Solution's support for integrating with locally developed or licensed physical location mapping or stack-mapping software

D. Additional Integration

1. The discovery layer component of the Solution should be well-integrated with the other modules of the Solution. Describe the integration.

2. Describe the Solution's integration with single sign on and authorization systems such as Shibboleth.

3. Describe the Solution's integration with common learning management systems. Which Learning Management Systems ("LMSs") does your Solution currently integrate with? Be sure to disclose any difference in functionality across different LMSs and the ability to integrate with separate LMSs across the Participating Libraries.

4. Describe the Solution's support for easy syncing with the learning analytics tool Student Success Collaborative or with MyUNLV, MyCSN, MyNSC for future correlation research between use of library resources and student success. Describe any such tools that are in usage by your clients.

5. APIs frequently are used by individuals and institutions to fill gaps where local service demands are not met by the Solution or provider. Describe the APIs you make available to users of your Solution. What are your use policies for your APIs?

5. Pricing   Total Possible Points 70

Proposers are instructed to provide their fees per the Pricing Response Form, Section E. Proposers should submit one original, and one electronic copy on CD or flash drive, of their pricing Response.

Technical and Pricing proposals must be submitted in separate, sealed envelopes. Note: no cost information is to be included in the Proposer's technical Proposal. The Technical and Pricing Proposal envelopes should be submitted together in a single sealed package/envelope.

LATE PROPOSALS

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

PUBLIC OPENING OF RFP's
At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

WITHDRAWAL OF PROPOSAL
Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**
   The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**
   The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to Proposer. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

3. **AWARD OF CONTRACT**
   a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled **"Evaluation of Proposals"** and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.

   b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple Contractors.

   c) The initial term of the Contract will be three (3) years ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional three (3) one (1) year renewals terms ("Renewal Term(s)" or "Term(s)"). UNLV reserves the right to add additional potential Renewal Terms if it is in the best interest of UNLV.

   d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.

   e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.

   f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.

   g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

   h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request

for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

i)   Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4.   **COMPLIANCE**
Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5.   **CONFIDENTIAL TREATMENT OF INFORMATION**
Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6.   **CONFLICT OF INTEREST**
Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7.   **DEFAULT OF CONTRACT**
In case of default of the Contract by Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8.   **DISQUALIFICATION OF PROPOSERS**
Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

a)   Failure to use the forms furnished by UNLV.

b)   Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.

c)   Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.

d)   Evidence of collusion among Proposers.

e)   Unauthorized alteration of forms.

f)   Failure to submit requested documents.

g)   Failure to furnish proof of receipt of any addendum pertaining to a particular project.

h)   Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.

i)   UNLV reserves the right to waive any minor informality or irregularity.

9.   **FAILURE TO FURNISH AT SPECIFIED PRICE**
If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director may determine.

10. **FREIGHT TERMS**
a)   Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
b)   Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**
Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**
Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**
The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

14. **PROTESTS**
Any Proposer or Contractor who is allegedly aggrieved in connection with the solicitation or award of a Contract may protest. The protest must be submitted in writing to the Director, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director will promptly issue a decision in writing to the Protestant. If the protestant wishes to appeal the decision rendered by the Director, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

a)   The name, address, and telephone number of the protester,
b)   The signature of the protester,
c)   Identification of the solicitation title and number being protested,
d)   A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
e)   The form of relief requested.

15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises *(MWDBE)* to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such *(MWDBE)* and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime Contractor, and may include, but is not limited to *(MWDBE)* and local business enterprises.

a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed $1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:

(1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

(2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
- The name, city and state
- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
- Any certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed $1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:
- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

(1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

(2) <u>Definition of Disadvantaged Business Enterprise (DBE).</u> "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

(3) <u>Definition of Minority Business Enterprise (MBE).</u> "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

(4) <u>Definition of Women-Owned Business Enterprise (WBE).</u> "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

(5) <u>Definition of Disabled Veteran Business Enterprise (DVBE).</u> "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

(6) <u>Definition of Small Business Enterprise (SBE).</u> "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**
   a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

   b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable

attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**
   1. It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.

   2. Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.

   3. NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**
   UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

Overall Intent and desired outcomes (High Level Summary)

This Request for Proposal seeks a Contractor to provide a modern, flexible library services platform to replace the legacy integrated library system presently in use, Innovative Interfaces' Millennium, in use since 1999 as well as an integrated end-user discovery solution (presently a combination of the Millennium OPAC, ProQuest Serials Solutions Summon, and ProQuest Serials Solutions A-Z journal list). The successful Proposal will provide a modern, flexible library services platforms, based on the latest computing technologies and network architectures that offers efficiencies and streamlined workflows optimized for resource management and end user discovery of both electronic and print resources. The Participating Libraries desire a long-term partner that will deliver a robust Solution as well as a strong set of services, training, and support.

Mandatory Requirements

The following is a high level list of mandatory Solution requirements. If a particular function isn't automatic, but can be configured to achieve the same result, UNLV may, at its sole election, determine that the requirement is met. Please note in your Proposal if a particular function isn't automatic, but can be configured. If configurable but not automatic, please indicate whether this configuration is performed by the Contractor or by local library staff. If performed by the Contractor, please indicate any associated additional financial costs. The Solution must be

1. Operational

The Solution should be demonstrably functional for the acquisition, description, management, and circulation of physical and electronic resources, with integrated workflows for all resources. It must be capable of supporting the entire lifecycle of a library resource (e.g. a hardcopy monograph; an electronic journal) from acquisition through access, licensing, administration, support, and evaluation. At a minimum, the system must replace our current ILS system, knowledgebase, and link resolver with a comprehensive integrated Solution that eliminates the need to enter duplicate information into multiple, stand-alone systems. The system must be implemented and fully functional in 10 academic libraries that manage a similar sized acquisitions program as UNLV (e.g. $7 million dollar collections budget, 25,000 accessible serial titles).

2. Hosted
The Solution should be a hosted, cloud-based system that is reliable and scalable, and which utilizes a browser based interface for both staff resource management and end-user information discovery.

3. Collaborative Capabilities / Resource Sharing
The system should support the ability to search across all the catalog holdings of all Participating Libraries in the public interface and to facilitate end-user requests for tangible materials across the Participating Libraries. A sandbox / development instance for each Participating Library is preferred.

4. Autonomy
Each Participating Library must have the capability to administer records and data associated with their particular library or libraries (some Participating Libraries are multi-site with branches in different locations) as they so choose. Participating Libraries should be able to override or opt-out of inherited data from shared records, change local configuration options, develop local workflows, and otherwise make independent decisions. The Solution must allow for each Participating to maintain separate policies for: User management, Vendors, Funds management, Licenses, Metadata management, Configurations, Analytics and Statistics, and pricing.

5. Integration

Each Participating Library has unique local business requirements. For example, the UNLV University Libraries operates an automated storage and retrieval system. The Solution must support flexible options in dealing with other local systems that may be unique to each Participating Library and may include identity management systems, purchasing systems, and other third-party applications. The Solution must also provide a robust set of application programming interfaces (both read and write operations) that allow the Participating Libraries and other interested parties to extend or develop functionality.

6. Analytics and Reporting

The Participating Libraries require robust data analytics and reporting capabilities. The capabilities must be user-friendly, intuitive, and customizable. They should support evidence-based decisions on such factors as the impact of library services on users, collection development and management, and access and discovery.

7. Robust Discovery of All Libraries Resources

The Solution must provide end-users with a simple, intuitive, integrated, yet flexible search of each Participating Library's local print and electronic / digital resources, whether commercially sourced or unique and local. Each Participating Library must be able to configure and customize the Solution to meet local preferences. Alternately, the library services platform must integrate with other third-party discovery systems should any of the Participating Libraries choose to implement (or continue to use) a different discovery system.

8. Accessible

The Participating Libraries are committed to ensuring that its collections and discovery environment are accessible to all staff, faculty, students, and members of the public, including persons with disabilities. The Contractor should consider accessibility requirements and optimization throughout the design and development process for the staff interfaces, end-user discovery environment and access to resources. Responsible proposals will include information on the Contractor's accessibility strategy, discussing how accessibility is integrated into product design, development, and testing processes.

9. Staff Functions

This RFP is seeking a Solution that supports the discovery, acquisition, description, maintenance and circulation of all library formats in an efficient and responsible manner. The Solution should be flexible enough to accommodate the individual institutional preferences of each Participating Library. The Solution must support the processing and preservation of items for their continued use. It should also be able to facilitate management of the growing world of electronic resources while providing the tools to manage tangible (hardcopy) collections.

10. Operational

This RFP seeks a Solution that is demonstrably operational for acquisition, description, management and circulation of both tangible and electronic resources with integrated workflows for all resources, in an organized and efficient manner. The Solution must be capable of supporting the entire lifecycle of a library resource (regardless of format) from acquisition through access, administration, support, and evaluation activities with fully integrated workflows.

11. Flexible

The Solution must support flexible options in dealing with a variety of vendor systems, purchasing systems and local third-party systems within an integrated master workflow.

12. Collaborative

The Solution must offer flexibility and extensibility to allow the sharing, viewing, editing and exchange of records of all types between the Participating Libraries. It must also provide functionality that allows each Participating Library to locally control and customize those same record types without affecting the other Participating Libraries.

13. Standards oriented
The Solution will be required to support current and future standards and frameworks for all record and data types including, but not limited to, licensing, electronic resource, bibliographic, holdings and authority control records.

14. Data management support
 The Solution must support a comprehensive, flexible and granular reporting structure to import and export data out of the system at no cost and into standards based formats.

SECTION E
PRICING RESPONSE FORM

Responsible Proposals must provide a detailed and complete response delineating all costs to provide the services described in the RFP.

UNLV intends to contract for the services for itself. Anywhere from 0 – 4 additional Participating Libraries may also decide to implement and become partners within UNLV's contracted Solution. The Proposal must provide a breakdown of costs for the service for UNLV only, as well as costs for each additional Participating Library, should they choose to utilize UNLV's contracted Solution. Complete 5 separate Section E PRICING RESPONSE FORMS. One completed form for UNLV (Participating Library 1) and one each for the additional Participating Libraries, if applicable. Indicate if there is any price reduction depending on how many Participating Libraries end up implementing the Solution.

1. Implementation/Set Up: Using the table below, please provide all costs required for implementation/set up.
   - One-time implementation and set-up fees and how this fee is calculated (e.g. number of staff use licenses; size of institution FTE; size of collection; etc.).
   - Data migration services (enumerate any optional fees for migrating specific types of data, e.g., acquisitions data, course reserves).
   - If travel costs are required, please detail travel costs that UNLV University Libraries/Participating Libraries (as applicable) would be responsible for as a separate line item.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$

TOTAL COST OF IMPLEMENTATION/SET-UP $_____

2. Using the table below, please provide information on the annual software subscription fee for year one and for the four (4), one-year renewal options of the Contract. Provide information on how this fee is calculated (e.g. number of staff use licenses; size of institution FTE; size of collection; etc.).   If the cost includes maintenance, please specify in the description. Please indicate which factors would cause the annual subscription fee to increase, and should include any discounts available (e.g. such as annual prepayment) If you cannot hold pricing firm in later years of the Contract, please indicate the maximum increase, expressed as a percentage of previous year's cost for each year.

YEAR	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
Year 1				$	$
Year 2				$	$
Year 3				$	$
Year 4				$	$
Year 5				$	$
			TOTAL COST OF SOFTWARE SUBSCRIPTION YEARS 1-5		**$_____**

3. Maintenance and Support: Using the table below provide information on any post-implementation, annual maintenance and support costs for year 1 through 5. If you cannot hold pricing firm in later years of the Contract, please indicate the maximum increase, expressed as a percentage of previous year's cost for each year. If the Maintenance fee is bundled with the annual support cost and included in number 2 above, please specify.

YEAR	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
Year 1				$	$
Year 2				$	$
Year 3				$	$
Year 4				$	$
Year 5				$	$
TOTAL COST OF MAINTENANCE & SUPPORT FOR YEARS 1-5					**$_____**

4. Training: Using the table below, provide the cost of the training that you are proposing for UNLV. Please include details on the number of hours of training provided, number of staff members, and location of training to be provided. If travel is required for training, please include information on travel costs that UNLV would be responsible for.

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
				$	$
TOTAL COST OF TRAINING					$_____

5. How many hours of customization are included in the above pricing? Are there additional training hours provided with the maintenance?

6. Please provide any other relevant pricing information – If there are tiered pricing options please specify how they are handled especially when addressing maintenance and support.

7. Provide pricing for additional product or services if applicable (hardware, software, training, etc.) for the Solution you are proposing not otherwise covered above.

NOTE: Any services and supplies required by the RFP, for which the Proposer does not identify costs, will be borne at the Proposer's expense and will not be charged to UNLV University Libraries/Participating Libraries (as applicable). If the successful Proposer anticipates seeking reimbursement from UNLV for any cost associated with this contract that is not captured by the pricing requirements presented, please identify such additional reimbursement(s) in detail.

[Reset Form]   **SECTION F**   [Print Form]
RFP RESPONSE FORM

Company Name: _____ RFP No.:_____

Nevada Business Licenses No.:_____ Business License Exp.:_____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone No.:_____ Fax No.:_____

Contact Person: _____ Email: _____

UNLV Supplier Number (MUNIS ID): _____ Federal Tax ID No.: _____

Please check the appropriate box(es) in accordance with *General Terms and Conditions:*

BUSINESS STATUS

☐ Minority Business Enterprise (MBE)   ☐ Small Business Enterprise (SBE)

☐ Women-Owned Business Enterprise (WBE)   ☐ Local Business Enterprise (LBE)

☐ Disabled Veteran Business Enterprise (DVBE) ☐ Not Applicable (N/A)

ACKNOWLEDGMENT OF ADDENDA:

The undersigned, as an authorized representative for the Company named above, acknowledges that he/she has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

The undersigned acknowledges receipt of the following addenda:

Addenda No.____ Dated _____ Addenda No.____ Dated _____ Addenda No. ____ Dated _____

Addenda No.____ Dated _____ Addenda No.____ Dated _____ Addenda No. ____ Dated _____

DEPARTMENT/SUSPENSION STATUS

1. The proposer certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

2. The proposer agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the Proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there any exceptions to this RFP?   Yes ☐   No ☐

_____ _____ _____
Signature   **Print Name and Title**   **Date**

Reset Form	**SECTION G** **LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS**	Print Form

RFP No.: _____ Company Name: _____

HISTORICAL AND ANTICIPATED COMMITMENT TO TIER 2

If anticipated to exceed $1,000,000 at any time during the life of the contract provide the following reporting information:

Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
- The name, city and state
- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
- Any certification of such status including the entity granting the certification if applicable

I. CONSIDERED SUBCONTRACTORS/ TIER 2 SUPPLIERS

Add Subcontractor		Remove Subcontractor

Company Name: _____ Federal Tax ID No.: _____

Nevada Business
License No.: _____ Business License Exp. Date: _____

City: _____ State: _____ Phone No.: _____

Business Status (in accordance with *General Terms and Conditions*):

Minority Business Enterprise (MBE) ☐ Small Business Enterprise (SBE) ☐
Women-Owned Business Enterprise (WBE) ☐ Local Business Enterprise (LBE) ☐
Disabled Veteran Business Enterprise (DVBE) ☐

Certification No.: _____ Issued by: _____

| Reset Form | SECTION G
LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS | Print Form |

RFP No.: _____   **Company Name:** _____

II. UTILIZED SUBCONTRACTORS/ TIER 2 SUPPLIERS

| Add Subcontractor | | Remove Subcontractor |

Company Name: _____ Federal Tax ID No.: _____

Nevada Business
License No.: _____   Business License Exp.
Date: _____

City: _____   State: _____   Phone No.: _____

Business Status (In accordance with *General Terms and Conditions*):

Minority Business Enterprise (MBE) ☐   Small Business Enterprise (SBE) ☐

Women-Owned Business Enterprise (WBE) ☐   Local Business Enterprise (LBE) ☐

Disabled Veteran Business Enterprise (DVBE) ☐

Certification No.: _____   Issued by: _____

EXHIBIT A - SAMPLE CERTIFICATE OF INSURANCE

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
INSURED	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] [X] OCCUR	[X]	[X]				EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC [ ]						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [X] OCCUR	[ ]	[ ]				EACH OCCURRENCE	$
	[ ] EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
	PROFESSIONAL LIABILITY [ ] PROJECT SPECIFIC (IF APPLICABLE)							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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UNLV | PURCHASING & CONTRACTS

EXHIBIT B
MINIMUM CONTRACT TERMS FOR THE RFP
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

CONTRACT TO PROVIDE A LIBRARY SERVICES PLATFORM & DISCOVERY SYSTEM FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract #### ("**Contract**") is made effective as of the date last signed below by any authorized signatory (the "**Effective Date**") by and between by and among**- IF MORE THAN TWO PARTIES** the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the University of Nevada, Las Vegas, University Libraries ("**UNLV**") and **INSERT NAME OF FIRM, a _____ INSERT STATE AND MANNER OF ORGANIZATION** ("**Contractor**"), and is based on the following facts:

RECITALS

On _____, 20___, UNLV issued its Request for Proposal No. 654-LN (the "**RFP**") seeking proposals from qualified contractors to provide a library services platform & discovery system.

On _____, 20___, Contractor submitted a proposal ("**Proposal**") in response to the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on _____, 20___.

On _____, 20___, UNLV selected Contractor's Best and Final Offer as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE I
TERM

A.   INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for three (3) years, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B.   RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for three (3) additional one (1) year terms ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

ARTICLE II
SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor's Best and Final Offer, attached as Exhibit B (the "**Services**" which shall include any applicable Deliverable(s)).

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions)**.** constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, and (3) Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

ARTICLE III
CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be **X,** but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder.

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that UNLV requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

ARTICLE IV
DEFAULT

A.   DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract.   On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, or incidental damages.

B.   DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION

A.   INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any Contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or

- Such time as the insurance is no longer required under the terms of this Contract.

1)   Commercial General Liability –

- Must be on a per occurrence basis.

- Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.

- Limits of Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate.

2)   Professional Liability coverage of not less than $1,000,000 per occurrence and $2,000,000 in annual aggregate.

3) Cyber Liability insurance with limits of not less than $1,000,000 per occurrence and an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion and network security.

4) Crime Insurance - Contractor shall purchase crime insurance when handling Owner's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of $1,000,000.

5) Automobile Liability – For Services not exceeding $1,000,000 the minimum limit of liability required is a Combined Single Limit ("**CSL**") of $500,000 per occurrence. For Services exceeding $1,000,000 the minimum limit of liability required is a CSL of $1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

6) Workers' Compensation - Employers Liability Limits shall be at least $100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

7) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."

8) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.

9) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed $5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

10) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;

- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;

- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;

- Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and

- Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

11) Ensure the Primary Policy complies as follows–

- Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
- Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.

12) Ensure that its insurance policies be -

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and

2. Currently rated A.M. Best as A - IX or better.

13) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;

- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);

- Policy Cancellation Endorsement;

- Waiver of Subrogation Endorsement;

- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and

B.   OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C.   INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A.   APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

B.   ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

C.   COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

D.   CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of UNLV alumni, employees, and students (collectively, "**UNLV User Data**"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor must abide by and agree to UNLV's Acceptable Use of Computing and Information Technology Resources Policy provided at http://oit.unlv.edu/about-oit/policies. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("**FERPA**") and the Gramm-Leach-Bliley Act ("**GLBA**").

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. **[**In the event of termination or expiration of this Contract for any reason, Contractor shall provide UNLV with an extract of all UNLV customer/user data in a text-based format, such as a MySQL database export or a set of CSV files as soon as practicable, but in no event later than thirty (30) days after termination. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

E.   DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F.   EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

G.   GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

H.   HEADINGS AND INTERPRETATION

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

I.   INDEPENDENT CONTRACTOR

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J.   MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K.   NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

UNLV as follows: Director of Purchasing and Contracts
                             University of Nevada, Las Vegas
                             4505 S. Maryland Parkway
                             Las Vegas NV 89154-1033

Contractor as follows:

INSERT NAME AND ADDRESS OF CONTRACTOR

L.   OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

M.   TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing , with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N.   TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

O.   SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P.   USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

Q.   WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R.   SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.

2) If the purchase of goods or Services is **anticipated to exceed $1,000,000 at any time during the life of the Contract,** Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below).   These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:

   a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;

   b) A description of the goods or services purchased; and

   c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

3) Definitions:

   Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

   Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent

(51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

S.   JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T.   AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

U.   FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

V.   SUSTAINABILITY

c) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.

d) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

W.   NO MALWARE WARRANTY

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

X.   DATA STORAGE

All UNLV User Data stored by Contractor shall be stored in the U.S. or Canada; encrypted at rest; and logically separated from Contractor's other customer data. All UNLV User Data shall be stored by Contractor in a SAS 70 or SSAE 16 (or better) certified facility. **INSERT THE NAME OR LOCATION OF CURRENT PROVIDER HERE.** Contractor shall notify UNLV in writing at least five (5) days before UNLV User Data is relocated to another facility and provide UNLV with the address and name of the new facility. In the case of an emergency, Contractor shall promptly notify UNLV if the UNLV User Data has been relocated and provide the address of the new facility. Contractor shall have the capacity to leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances; to manage encryption keys on behalf of UNLV; and shall maintain key management procedures. Any websites used to access or provide the Services shall be HTTPS using SSL encryption.

Y.   UPTIME

For the avoidance of doubt and notwithstanding anything to the contrary herein, UNLV shall be entitled to terminate this Contract and be entitled to a pro-rata refund in the event that the website or online Services has less than a 99.5 % uptime for any given month or for six or more consecutive days

Z.   PCI COMPLIANCE

Contractor acknowledges and agrees that its systems, software and Services are compatible with the web merchant gateway vendor Authorize.net. Contractor shall encrypt all credit card data processed under the Contract, and pass any funds) via UNLV's merchant gateway vendor (currently Authorize.net, but subject to change). Contractor warrants and represents that it will only have access to and store credit card reference data, rather than actual credit card data. Contractor represents that it (and any solutions provided) is and shall remain throughout the Term, PCI compliant with the Payment Card Industry Data Security Standard ("**PCI DSS**"), as may be amended or revised from time to time. In the event that Contractor is no longer PCI compliant, Contractor shall promptly notify UNLV in writing, and UNLV shall have the option to terminate the Services with no penalty.

aa.   REMOTE ACCESS

All remote access to UNLV systems shall be monitored by the UNLV and Contractor shall immediately disconnect the access to UNLV systems after providing the requested assistance. In no event shall Contractor keep or download any UNLV data or UNLV User Data from the systems except as necessary and only for the duration necessary to provide the Services.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

NAME OF THE CONTRACTOR
APPROVED:

BY:

_____
(TYPE IN NAME OF APPROVER)   Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:

_____
Patricia Iannuzzi, Dean of Libraries   Date

APPROVED:

BY:

_____
Nancy B. Rapoport, Executive Vice President and Provost   Date

BY:

_____
Gerry J. Bomotti, Senior Vice President for Finance and Business   Date