



Procurement Services

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January 10, 2019

Shepherd University seeks to contract for a cloud-based library system to enhance the searching capabilities of library patrons for research purposes.

Attached, please find the University's Request for Proposals No. SU19-04. Please note that all responses are due no later than 4:00 PM local time on Thursday, January 31, 2019 to:

Shepherd University Procurement Services
301 N King Street
217 Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford

Thank you for your interest in the Shepherd University. If you have any questions, please call me at (304) 876-5216.

Debra Langford
Executive Director of Purchasing

REQUEST FOR PROPOSALS

for

a Cloud Based Library System

Issued by:

Shepherd University
Procurement Services

January 2019

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF PROGRAM

Shepherd University seeks to contract for a cloud-based library system to enhance the searching capabilities of library patrons for research purposes.

1.2 ABOUT SHEPHERD UNIVERSITY

Shepherd University is a medium-sized, public liberal arts university located in historic Shepherdstown, West Virginia. Its campus sits on the banks of the Potomac River bordering Maryland and lies within 90-minute drive of Washington, DC and its three servicing international airports. The University is fully accredited by the Higher Learning Commission, is a member of the selective Council of Public Liberal Arts Colleges and has been recognized as a College of Distinction, both attesting to its dedication to high-quality education in a student-centered residential environment. Shepherd offers undergraduate and graduate degree programs.

The roots of Shepherd University extend back to 1871, when it began as a Normal School (Shepherd College). In the 1940s and 1950s the liberal arts and sciences were added and in 2004 it became Shepherd University. In 2009, it was accepted into the Council of Public Liberal Arts Colleges, a selective group that recognizes high quality education and generally restricts membership to one institution per state. In 2015, it launched its first doctoral program (Nursing Practice) and this year launched its newest graduate program in Data Analytics (MS). A full listing of programs of study is available at: <http://catalog.shepherd.edu/content.php?catoid=11&navoid=1675>.

The University is medium-sized and residential. The student body is approximately 3,700, two hundred fifty of which are graduate students. Approximately 900 live on campus in a variety of residence halls, ranging from traditional to suite and apartment. A new 300 suite style residence hall opened in August of 2017, and the on campus housing is expected to grow slowly but steadily. International student enrollment is very small and slowly growing.

1.3 PROPOSAL SUBMISSION

Sealed proposals and other required documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Proposals" including the RFP number, and the RFP opening time and date. The proposer, by making a proposal, represents that: (a) the proposer has read and understands the RFP documents, terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the materials, equipment, systems, and/or services specified.

The envelope shall be addressed to Shepherd University Procurement Services, 217 Ikenberry Hall, PO Box 5000, Shepherdstown, WV 25443 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, 217 Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443. The proposal

must be submitted and received on or before Thursday, January 31, 2019 at 4:00 p.m., local time.

Proposals received after the time and date for the proposal opening will be returned unopened. The proposer shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile, emailed, or telegraphic proposals are invalid and will not receive consideration.

The proposal must be signed by such individual or individuals who have full authority from the proposer to enter into a binding contract on behalf of the proposer so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as additional contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University. Proposed terms and conditions of a contract should be submitted as a part of the proposal response.

1.4 PROPOSAL COPIES

One original, signed and completed, and seven (7) copies of the proposal shall be submitted to the University.

1.5 OFFER ACCEPTANCE PERIOD

Proposal (offer) shall remain in effect for a minimum period of one hundred and twenty (120) calendar days from the proposal opening date, but longer if a longer period is indicated in the proposal.

1.6 REQUEST FOR PROPOSAL SCHEDULE

January 10, 2019:	Request for Proposals is issued
January 10, 2019 through January 24, 2019:	Proposers may submit written questions to dlangfor@shepherd.edu during this time Period in order to obtain additional information
January 31, 2019:	Proposal Due Date by 4:00 P.M.
February 12-14, 2019:	Possible Requests for Presentations
February 22, 2019:	Notification of Award to Proposers
July 1, 2019:	Effective Date of the Cloud Based Library System to be in full force following services exported from current system.

1.7 INQUIRIES AND INTERPRETATIONS

Communications with employees of Shepherd University concerning this RFP by the proposer or on the proposer's behalf, except as is specified below would not be appropriate during the submission and selection process. **Failure to comply with this requirement may disqualify a proposer.**

All questions and/or inquiries concerning this request shall be submitted in writing to:

Shepherd University Procurement Services
217 Ikenberry Hall
301 N King Street
PO Box 5000
Shepherdstown WV 25443
Debra Langford, Executive Director
Dlangfor@shepherd.edu

Proposers shall consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Procurement Services will work with the Proposer and the various offices of the University to gather that information. Should any prospective proposer find discrepancies in or omissions from this RFP or be in doubt of the meaning, the proposer should at once request in writing an interpretation from the University as described above. All necessary interpretations will be made available to all recipients of this RFP in the form of addenda to the RFP and such addenda shall become part of this RFP. Failure of any recipient of this RFP to receive any such addendum or interpretation shall not relieve such recipient from any obligation under their proposal as submitted; copies of such addenda shall be available on the Procurement Office website. The University will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON Shepherd University, regardless of who made the statement.** Every official and binding interpretation made by the University will be made in the form of an addendum that, if issued, will be sent by the University to all interested parties by Shepherd University Procurement Services and posted on the website located at the following URL:
<http://www.shepherd.edu/procurement/current-bids>

Shepherd University Procurement Services can also be reached by:

Telephone: (304) 876-5216
Facsimile: (304) 876-5001

No substantive information will be provided to Proposers verbally or on an individualized basis.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

At any time prior to the specified time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

1.9 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1.10 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposal Response Certification (Attachment A).

1.11 NON-FUNDING

All services performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, University will provide as much notice to the vendor as is reasonably viable, and then this Purchase Order/Contract becomes void and of no effect after June 30.

1.12 PAYMENTS AND INTEREST ON LATE PAYMENTS

Payment by the University to a vendor may only be made after the delivery and acceptance of goods or services. Payment of goods or services cannot be prepaid and must be processed in arrears. Interest may be paid for late payment in accordance with West Virginia Code.

1.13 RESIDENT VENDOR PREFERENCE

A resident vendor preference will be granted upon written request in accordance with the West Virginia Code, as identified in Attachment D. This form must be included as a part of the submission in order to qualify for a resident vendor preference.

1.14 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and Shepherd University are exempt from federal and state taxes and will not pay or reimburse such taxes. Vendors may be subject to local as well as State and federal taxes and must exercise due diligence in incorporating all applicable taxes into any financial components of the response to the RFP.

1.15 REJECTION OF PROPOSALS

The University shall have the right to reject any and all proposals, in whole or part; to reissue a new or revised RFP at its sole discretion; to reject a proposal not accompanied by a required documentation or information as required in the RFP documents; to reject a proposal, which is in any way incomplete or irregular; or to waive any minor irregularities and discrepancies which in the judgment of the University did not create a material and unfair competitive advantage.

1.16 AWARD OF CONTRACT

The award shall be made by the University to the responsible proposer whose proposal will be most advantageous to the University with respect to maximizing delivery of quality telehealth services in a financially viable manner to the constituents who would participate in the services.

1.17 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been designated as confidential by the Vendor and, on the basis of that designation the University denies the request for information, the Vendor may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

1.19 CONFLICT OF INTEREST/ETHICS

A proposal may be subject to rejection if its acceptance would constitute an unethical conflict of interest for a University administrator or employee.

By submitting a proposal, proposers certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer or prospective proposer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged (Form in document as Attachment E).

SECTION 2 – INSTRUCTIONS FOR PREPARING PROPOSALS

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of the response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions and instructions. Failure to do so will be at the proposer's risk. Each proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the proposer's response, shall be in calendar days.

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposer Response Certification, (Attachment A), shall be attached to the front of the proposal and shall contain proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Background and History: Describe your company, its age, organization, officers or partners, number of employees and operating procedures that may affect this contract. State the number of years the organization has been continuously engaged in providing cloud based library system services.
- C. Description of Proposed Services: Describe fully how the proposer would fulfill each aspect of the Statement of Needs in Section 3.3(Attachment C).
- D. Cost for Services: Pricing for the initial implementation services (exporting of current data into new system), the yearly subscription cost (pricing for subscription for Years 1 through 5), and any other yearly cost associated with the cloud services (Attachment D).
- E. Financial Stability: Please provide evidence of financial stability [such as financial statements] for the three most recent complete fiscal years (Attachment E).

- F. Non-Collusion Certificate: Certificate that affirms that the proposer has not performed collusion or fraud during the information gathering, preparation, and submission of the proposal (Attachment F).
- G. State of WV Vendor Preference Certificate: Application to West Virginia vendors that can claim preference if completed. Please submit and complete certificate if applicable (Attachment G).
- H. Purchasing Affidavit: This form is used to certify that Proposers do not owe any debts to the State of West Virginia which would preclude them from receiving a contract (Attachment H).
- I. Disclosure of Interested Parties to Contracts: A business entity cannot enter into a contract estimated to be valued at \$100,000 or more with a state agency unless the interested party submits a disclosure of interested parties' form (Attachment I). Submission of a proposal shall be deemed an acknowledgement of the intent to complete the disclosure form, upon contract award.
- J. Agreement Addendum: This form amends any terms submitted in the proposal that would conflict with the State of West Virginia Terms and Conditions. Failure to execute and submit with proposal documentation could result in disqualification in proposal process (Attachment J).
- K. Transition Plan and Schedule (Attachment K): Proposer to provide a transition plan and schedule so that the current library system information is imported into the new system so that the new cloud based service can be effective July 1, 2019.

SECTION 3 – TECHNICAL SPECIFICATION

3.1 GENERAL

Shepherd University seeks to contract for a cloud-based library system to enhance the searching capabilities of library patrons for research purposes.

3.2 LIBRARY SYSTEM

The new library system will need to be capable of performing the following functions:

- Circulation;
- Cataloging;
- Acquisition;
- Reporting Capabilities;
- Search Customization Capabilities;
- Electronic Resources Listing
- Link Resolver Service,
- Allow for managing and searching of all resources in one location;
- Allow for robust search capabilities;
- Be capable of pulling information from printed materials and from electronic resources;

3.3 LIBRARY SYSTEM FUNCTIONAL REQUIREMENTS

The new cloud based library system must possess many functional requirements in order to enhance the search capabilities.

Architecture

- System is hosted by the vendor in a cloud environment.
- System is a true multi-tenant solution, so that updates happen automatically, allowing the library to always have the latest version with the latest enhancements.
- System access requires only a web browser.
- Staff and user interfaces are ADA (Section 508) compliant for users with disabilities.
- System access requires reasonable network connectivity to the Internet.
- System is accessible using multiple operating systems (e.g., Windows, OS/X, Linux).

- System provides effective and continuous monitoring of its performance and uptime to meet agreed upon service level commitments.
- System supports basic fulfillment capabilities during a local institution outage (e.g., an offline circulation component).

Reliability and Performance

- System must be fully available and accessible 24/7, excluding downtime for maintenance and upgrades.
- Company warrants the performance of its system to at least 99 percent effective uptime.
- System runs efficiently during times of peak use.
- System is continually monitored to maintain optimal performance.
- System requires minimal downtime in order to perform scheduled maintenance or software upgrades.
- System imposes few if any limits on both the size of and the number of values in data elements within records of various types which the system manages.

Security

- Vendor employs industry best practices for data security, especially those to safeguard personal information. Provide relevant information on standards compliance (such as ISO 27001) and any completed organizational information technology audits.
- System uses secure transit protocols such as SSH Public Key Authentication, SFTP, and HTTPS.
- System maintains personal information securely and conforms to relevant legislation (such as FERPA).
- Vendor follows industry best practices for regular data and system backups and backup storage.
- System provides data recovery in the event of data loss or corruption.
- System uses at least 128bit encryption and SSL for communications.
- Vendor has established protocols for dealing with unauthorized access to or disclosure of confidential data.
- Vendor maintains industry best practices for data protection and security in the data centers of the hosted environment.

Authentication and authorization

- System must integrate with the library's authentication system.
- System provides a robust staff authorization feature that assigns staff authorizations based on role and specific function.
- System maintains authentication as patrons navigate among databases and other aggregated content.
- System allows staff authorization profiles to be copied.
- System provides an unlimited number of staff logins.

Integration and Extensibility

- System allows integration with the campus administration system for loading and maintaining patron records.
- System allows integration with the campus financial system used for ordering, invoicing, payment of library bills, etc.
- System allows integration with a proxy service to facilitate remote access.
- System allows integration for resource sharing purposes.
- System allows integration with third-party vendor ordering systems to facilitate processing of orders and payments for such materials (such as GOBI).
- System allows integration with self-check machines.
 - System provides a documented set of APIs and/or web services.

User Experience

- System includes a web-based public interface that is accessible by a variety of modern browsers.
- System includes an interface optimized for use on mobile devices (i.e., not the standard web interface merely accessed from a mobile browser).
- System integrates content data in display, such as tables of content, book covers, and book reviews.
- System allows searching across all types of content (e.g., physical, digital, electronic) in a single search.
- System authenticates users for access to licensed and online resources.
- System uses a central index that provides seamless access to all institutionally licensed content across providers without additional costs.
- System allows single-click retrieval of online resources.
- System allows patrons to access their account information: loans, fines, hold requests.
- System allows patrons to request items from the catalog.
- System updates records in real-time, including their circulation status.
- System requires no batch loading or nightly re-indexing of the data.
- System allows patrons to reset their own passwords.
- System allows persistent links to public interface screens, including search results sets, search results sets with limiters applied, and individual records.
- System provides a branded search box builder that can be used in various places on the library web site.

Integration and customization

- System allows the library to customize the interface with its own logo, colors and other branding.
- System permits the library to make changes to the interface without vendor intervention.
- System integrates with ILS course reserve system.
- System interoperates with online reference chat services.
- System integrates with the acquisitions component of the ILS to support patron-driven acquisitions.

Result lists and records

- System supports filtering of result sets (e.g., by library, format, library-specific location, publication date, availability, etc.).
- System allows saving and managing query sets.
- System de-duplicates search results.
- System correctly displays non-Roman characters and diacritics and files such characters correctly in search results and bibliographic displays.
- System supports clustering of results using FRBR or similar algorithm.
- System exports records to bibliographic software such as EasyBib, Refworks or Endnote.

Searching

- System uses a persistent single search box that allows users to search the system from every screen.
- System offers both basic and advanced search capabilities.
- System supports faceted browsing.
- System supports selection of multiple facets.
- System provides pre-search filtering (e.g., by library, format, library-specific location, publication date, availability, etc.).
- System facilitates known-item searches.
- System optimizes searches for short titles so that results appear at or near the top of result sets.
- System connects searchers with resources or context-specific help in locating resources if a search does not produce results (i.e., there are no 'dead end' searches).
- System provides features (e.g., suggestions, spellcheck, et al.) that help users construct effective search queries.

Circulation Administration

- System allows the library to create and administer its own circulation policies.
- System integrates loan rules with the library calendar (e.g., items are not due on days or hours during which the library is closed).
- Supports RFID tags and scanning of barcodes as well as keyboard entry of patron and item barcodes.
- System can automatically block a patron account under specific conditions (e.g., exceeding the amount of money owed) and automatically unblocks when the condition is remedied.
- System allows authorized staff to override system parameters such as due dates, check-in times, blocks, etc.

Check in and check out

- System permits materials to be checked out to patrons according to library-defined rules.
- System allows checked out materials to be renewed according to library-defined rules.
- System alerts staff during check out and check in when certain circumstances occur: holds, fines, patron or item notes, etc.

- System prints date due receipts automatically or on demand to an attached or networked printer.
- System has the capability to perform circulation transactions when the system is offline or otherwise unavailable.
- System allows authorized staff to manually set the date for check-in and override default due dates.
- System alerts staff during checkout that the item is already checked out and allows it to be checked in and out in a single step.
- System allows staff to check out an uncatalogued item as a temporary item.
- System tracks usage statistics for items that do not circulate.
- System allows loaned materials to be automatically renewed (e.g., to faculty members).
- System allows staff to renew one, several or all items currently loaned to a patron with a single click.

Holds

- System supports staff-initiated and patron-initiated hold requests and recalls.
- System alerts staff in real time that an item is needed to fill a hold request.
- System prints hold receipts automatically or on demand to an attached or networked printer.
- System allows loaned materials to be recalled with the capability to shorten the loan period and impose a different fine structure.
- System displays all titles requested by a patron and all patrons with hold requests for a title.
- System allows patrons and staff to specify the location at which the patron wishes to pick up the item.
- System allows patrons and staff to specify when an item is needed to fulfill a hold request, including the date needed by, date no longer needed.
- System allows patrons and staff to specify a time period during which hold requests should not be fulfilled (i.e., hold suspension periods).
- System allows hold requests to be cancelled by both patrons and staff.
- System supports advance scheduling of items, including material or equipment, for specified dates and time periods.

Billing and Payments

- System assesses fines and fees for an item automatically based on policies defined by the library.
- System allows fines and fees to be paid (partially or in full) or waived by authorized staff.
- System prints receipts for paid and waived bills automatically or on demand to an attached or networked printer.
- System automatically processes materials that exceed their due date by a library-specified time period as long overdue and bills the patron.
- System retains item-related history and transaction detail indefinitely for fines and fees, even if the item is removed from the collection.
- System allows authorized staff to manually add or waive a fine or fee.
- System processes unpaid bills for export to the campus billing system.
- System maintains a history of paid and waived bill transactions indefinitely for the patron.

Notification

- System generates notices to patrons for the following: items past due, items being held for pickup, items no longer being held for pickup, items recalled, outstanding bills.
- System automatically sends notices to patrons via email.
- System provides customizable templates for creating notices and receipts
- System generates notices that may be printed and sent to patrons in lieu of email transmission.
- System can generate pre-overdue notices to alert patrons of an item's impending due date.
- System maintains a history of notices sent to the patron.

Course Reserves

- System allows staff to create, edit and delete courses.
- System allows staff to place items on reserve for a course.
- System allows searching for course reserves by course name, course number, and instructor's name, among other options.
- System displays course reserves in the public interface.
- System allows courses to have multiple instructors.
- System allows an item to be on reserve for multiple courses.
- System allows courses to be cross listed (e.g., ART 102 is also taught as LIT 105).
- System allows authorized users to archive course reserve information at the end of a semester and re-activate it at a future date.
- System provides persistent URLs for course reserves and reading lists that can be pasted into course management systems or other third party systems.

Patron Management

- System creates and updates patron information in batch by loading data files from the campus registration system. Describe in Comments the batch uploading of data process and to what extent the process can be automated.
- System accommodates an unlimited number of patron types.
- System patron records to be searched by a variety of data points, including name and email address.
- System allows notes to be added to a patron record.
- System allows authorized staff to add a block to a patron's record manually.
- System retains expired patron records that have financial information linked to them for fines and fees.
- System allows staff to create patrons manually to accommodate community borrowers.

Creation and Import of Data

- System can import records individually or in batch (e.g. bibliographic, order, authority, item, patron, etc.).
- System offers options for handling records detected as duplicates: adding, merging, replacing or ignoring.
- System imports and exports bibliographic, holdings and authority records in MARC21 as well as order and item records from third-party suppliers (such as Baker & Taylor and Marcive).
- System must interact with OCLC's Cataloging Services for metadata records.
- System validates records based on established cataloging practice.
- System imports and exports records from common metadata schemas (such as Dublin Core, VRA Core, etc.).
- The library retains ownership of records within the institutional catalog.
- System imposes no limitations on the number of records that can be imported or exported.

Holdings Management

- System can create holdings and item records for both physical and electronic resources.
- System can update the ebooks (Ebscohost) holdings automatically.
- System supports method for updating and editing batches of item records or holdings records through barcode scanning or identification number import.
- System supports the MARC21 Format for holdings data.
- System supports export and import of holdings records.
- System allows an unlimited number of copy/item records with various locations to link to a single bibliographic record.
- System allows a holdings record to be moved to a different bibliographic record, or an item record to be moved to a different holdings record, while retaining statistics and relevant linking information (e.g., the link to the purchase order).
- System supports linked records for items bound together with separate bibliographic records but shared holdings/item records.
- System allows staff to manage inventory effectively.

Authority control

- System supports MARC/RDA authority records including Library of Congress name and subject headings and genre/form terms.
- Vendor provides a global, shared authority file.
- System supports staff creation, revision and deletion of local authority records.
- System automatically checks and updates headings in bibliographic records against the authority file.

Acquisition Management

Fund management

- System supports a hierarchical fund structure that provides the ability to group and report on funds.
- System displays fund balances in real time (including encumbrances and expenditures).
- System allows library staff with sufficient privilege to adjust the amount of funds (add new money, transfer money from one fund to another) at any time during the fiscal cycle.
- System facilitates the closing of a budget at the end of a fiscal cycle with options to rollover amounts and encumbrances to the next cycle.
- System updates fund amounts in real time.
- System supports a graphic display of fund balance, allocation, expenditure, encumbrances.
- System imposes no limits on the number of funds.
- System allows the library to define its own fiscal cycle with no restrictions on starting or ending dates or duration of cycle.

Vendor management

- System supports full vendor records that include account numbers, contact information, notes and EDIFACT transmission details.
- System permits multiple accounts for a single vendor.
- System can access a central database of vendors to minimize the rekeying of information common to all users (e.g., addresses, global contacts).

Ordering and Renewing

- System imports MARC-based order files from orders generated in other vendor systems like Baker & Taylor.
- System offers a full EDI interface with major library vendors for ordering and invoicing.
- System reflects order status information in real-time and displays current status in staff display and in the user interface if desired.
- System links a purchase order to other related information such as invoice, vendor and descriptive record.
- System allows holds to be placed against titles on order or in process.
- System allows orders for non-bibliographic material using the same funds that order and pay for bibliographic material.
- System facilitates the renewal of subscription titles with a minimum of staff interaction.
- System allows orders to be cancelled with appropriate notification sent to vendors.
- System accommodates Patron Driven Acquisitions (PDA/PDD) plans for print and electronic resources.

Invoicing and Receiving

- System permits the receipt of single-title monographs, serial monographs, and issues of serials.
- System allows print items to be received from both purchase orders and invoices.

- System supports adding items to the collection which are not purchased.
- System notifies patrons when a requested item has been received.
- System allows payment for a single item from multiple funds.
- System provides an audit trail for financial transactions.
- System can export invoice/payment requests to campus financial systems and import payment confirmation files.

Claiming

- System notifies staff when a volume or issue has not arrived and allows for claiming of missed items.
- System allows claims to be sent by EDI, email, or print.
- System allows claims to be manually generated at any time.

Serials management

- System allows the receipt of print serial issues, including creating item records when required.
- System provides date prediction and enumeration patterns for issue check-in.
- System supports claiming of serial issues based on prediction patterns.
- System allows check-in for multiple parts of a title, including regular issues, indexes, supplements, pocket parts, etc.
- System accommodates the check-in of special issues that were not predicted.
- System automatically updates the display of issue receipt in the public catalog.
- System updates the MARC21 holdings record (85X/86X paired fields) automatically during check-in.
- System correctly links serial title changes in both the staff and public catalogs.

Electronic resources management

- System facilitates management of purchased electronic resources as well as e-content available via open access.
- System manages license agreements for all electronic resources.
- System provides a comprehensive knowledgebase of electronic titles and packages from a wide variety of providers.
- System provides an integrated OpenURL resolver.
- System manages administrative information for electronic resources and contact information for vendors and publishers.
- System permits trial periods to evaluate e-resources.
- System permits easy activation of electronic packages and titles purchased by the library.
- System displays an electronic resource in the public catalog automatically when it is activated in the knowledgebase.
- System supports one-click resolution to full text access when supported by target provider.
- System allows digital versions of license agreements to be attached to licenses.
- System supports the ERMI schema for licenses.

Reports and Analytics

General

- System provides statistical reports as a standard component of the ILS.
- System allows customization of reports by staff members with appropriate privilege, including but not limited to updating report parameters, views, dates, etc.
- System allows reports to be run automatically on a schedule that the library chooses.
- System allows staff to run a report manually at any time.
- System provides output in a format (.csv, .txt) that is easily imported to common spreadsheet software like Microsoft Excel.
- System does not require knowledge of SQL to create, modify, schedule or run reports.
- System complies with industry usage reporting standards such as SUSHI and COUNTER.
- System aggregates historical data for ease in compiling trend analysis (such as usage or expenditures).
- System can report on specified parts of the collection (e.g., material format, patron category, etc.) or the entire collection.
- System retains 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.

Collection reports

- Holdings by Library of Congress classification ranges
- Holdings by publication date
- Holdings by material format
- Holdings by location
- Holdings added within a time range
- Count of holdings by publication date (i.e., age of collection)
- List of items flagged as withdrawn, lost, missing, etc.

Acquisition reports

- Balance report of fund appropriations, expenditures, encumbrances, and free balance
- Expenditures by Library of Congress classification range and time period
- Encumbrances and expenditures by type of material
- Open encumbrances
- Payment activity by fund
- Payment activity by vendor
- Payment activity by material format
- Payment activity by location
- Payment activity by requestor

Circulation reports

- Circulation activity (loans, renewals, requests, returns) by time period
- Circulation activity (loans, renewals, requests, returns) by borrower type
- Circulation activity (loans, renewals, requests, returns) by location
- Circulation activity (loans, renewals, requests, returns) by material format
- Outstanding fines
- Overdue items
- Items used in-house
- Daily fines collected by location
- Recalled items

Patron reports

- Patrons added within a time range
- Patrons by borrower type
- Patrons by demographic category (e.g., field of study, postal code, etc.)

Electronic resources reports

- Coverage overlap
- Most used titles
- Seldom or never used titles
- COUNTER usage (database, e-journal, e-book)

SECTION 4 – REVIEW OF PROPOSALS

4.1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4.2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, if required, with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Executive Director of Procurement Services will establish procedures and schedules for conducting oral and/or written discussions, if any.

Proposers are advised the University may award a contract on the basis of initial proposals received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

4.3 VENDOR INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the vendors selected for discussions

4.4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with Proposers regarding their technical proposals, alternative approaches or optional features, a number of the Proposers may be requested to submit best and final offers. The committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University based on the factors set forth in the Request for Proposals.

SECTION 5 – EVALUATION PROCESS /CRITERIA

5.1 EVALUATION PROCESS

Shepherd University will evaluate all acceptable proposals based on the criteria identified. Proposals will be rated using a weighted point scheme, and then ranked. The proposal receiving the highest ranking will be declared the most advantageous to the University.

5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

<u>COST</u>	25 Points
Cost for cloud based software services including the implementation fee, annual licensing fee, and any other pricing associates with the subscription services.	

<u>FUNCTIONAL AND TECHNICAL REQUIREMENTS</u>	20 Points
Degree to which the proposal meets the functional and technical requirements of the RFP.	

<u>EASE OF USE</u>	20 Points
The ease of use by less-experienced library users and yet sophisticated enough to accommodate the more complex research needs.	

<u>TURNAROUND TIME FOR SERVICE CALLS</u>	20 Points
Documented proof from clients regarding turnaround time for service Calls.	

<u>REFERENCES</u>	15 Points
The feedback received from the references provided by the vendor.	

Proposals will be evaluated by a committee of Shepherd University staff. The evaluation will be performed within the higher education purchasing rules and regulations.

SECTION 6 – GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract; including, without limitation, the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
1. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days' written notice to the Seller.
7. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
8. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law; therefore, such a provision is void and of no effect.
10. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and correspondence.

13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued purchase Order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ATTACHMENT A
PROPOSAL RESPONSE CERTIFICATION
SHEPHERD UNIVERSITY

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers ____ to ____ have been received and were examined as part of the RFP document.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone

Facsimile Number

Contact Email Address

ATTACHMENT B
BACKGROUND AND HISTORY

ATTACHMENT C
DESCRIPTION OF PROPOSED SERVICES

ATTACHMENT D
COST FOR SERVICES

ATTACHMENT E
FINANCIAL STABILITY

ATTACHMENT F

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title) and the duly authorized representative of _____

_____ whose address is _____
_____.

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above entity nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the financing for which the within proposal or offer is submitted; and that no member of the _____, administrative or supervisory personnel or other employees of _____ have any interest in the proposing entity except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Signature

Date

Printed or Typed Name

ATTACHMENT G

WV-10
Approved / Revised
12/16/15

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
____ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked:
____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked:
____ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for 5% vendor preference for the reason checked:
____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

ATTACHMENT H

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Purchasing Affidavit (Revised 01/10/2018)

ATTACHMENT I

DISCLOSURE OF INTERESTED PARTIES TO CONTRACTS

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

ATTACHMENT J

AGREEMENT ADDENDUM

WV-96
Rev. 3-16

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control.

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best effort to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clause limiting the time in which the Agency may bring suit against the Vendor, issuer, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____
Signed: _____
Title: _____
Date: _____

VENDOR

Company Name: _____
Signed: _____
Title: _____
Date: _____

ATTACHMENT K
TRANSITION PLAN AND SCHEDULE