

Memorandum



Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Supplement to Award of Contract No. RFP643: Integrated Library System

Supplement to

Agenda Item No. 801B

It is recommended that the Board of County Commissioners uphold the County Manager's original recommendation and authorize award of Contract No. RFP643 to GIS Information System, Inc. (doing business as Polaris Library Systems) in the amount of \$4,750,000 to provide an Integrated Library System (ILS) and award to R.R. Bowker LLC in the amount of \$250,000 to provide an Online Public Access Catalog Discovery/Overlay Product (Opac Overlay) for the Miami-Dade Public Library System (MDPLS). The combined contract amount for the initial five year period is \$5,000,000.

On April 29, 2009, a bid protest was filed by SirsiDynix (copy attached). The protest hearing was scheduled to take place on May, 28, 2009. The bid protest was withdrawn by Sirsi/Dynix on May 27, 2009 (copy attached). The protest claimed that SirsiDynix should have been recommended because their proposal offered the best value to the County. The County disputed these claims (copy of County's response is attached) and was fully prepared to address the protest. SirsiDynix withdrew its protest before the hearing could be held.

Assistant County Manager



MEMORANDUM

TO: LISTED DISTRIBUTION

DATE: May 6, 2009

FROM: Diane Collins, Acting Division Chief
Clerk of the Board Division

SUBJECT: Bid Protest – RFP No. 643
Integrated Library System

Diane Collins

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, Bid Protest Procedures, a bid protest was filed in the Clerk of the Board's Office on April 29, 2009, in connection with the foregoing Contract. The protest was filed by Joseph M. Goldstein, attorney, Sirsi Corporation, Inc., d/b/a SirsiDynix.

A filing fee in the amount of \$3,000.00 was submitted with the bid protest by the protester.

If you have any questions pertaining to this protest, please contact my assistant in charge of bid protest procedures Fara C. Diaz at Ext. 1293.

DC/fcd
Attachments

DISTRIBUTION:

Board of County Commissioners
George Burgess, County Manager
Alex Munoz, Assistant County Manager
Hugo Benitez, Assistant County Attorney
Charles Anderson, Commission Auditor
Raymond Santiago, Director, Miami-Dade Public Library System
Phyllis Alpert, Project Manager, Miami-Dade Public Library System
Georgina Del Valle, Project Manager, Miami-Dade Public Library System
Miriam Singer, Director, Department of Procurement Management
Julian Manduley, Department of Procurement Management
Walter Fogarty, Department of Procurement Management

HARVEY RUVIN, CLERK OF THE BOARD,
MIAMI-DADE COUNTY, FLORIDA

Sirsi Corporation, Inc., dba SirsiDynix

In Re: Protest Of Request For Proposals (RFP)
No. 643 For Integrated Library System

Petitioner,

v.

Contract No. 643

Miami-Dade County,

Respondent.

CLERK OF THE BOARD
2009 APR 29 PM 2:49
HARVEY RUVIN

WRITTEN INTENT TO PROTEST

Sirsi Corporation, Inc., dba SirsiDynix ("Sirsi"), pursuant to Sections 2-8.3 and 2-8.4 of the Code of Miami-Dade County (Code), as amended, and Implementing Order 3-21, files this Written Intent to Protest challenging the County Manager's Recommendation to award Contract 643 for an Integrated Library System to Polaris Library Systems, Inc. ("Polaris").

The recommended award to Polaris is arbitrary, capricious, and contrary to the solicitation and the Miami-Dade County purchasing policies, and must be overturned because it is not the best value for the County. Sirsi's technical solution is not only technically superior to that of Polaris, but its price is at least \$253,407.00 and possibly as much as \$423,407.00 (or substantially) less expensive than that of Polaris. Additionally, as the County's existing library vendor, Sirsi offers significant synergy in installation, training, and continuity that Polaris cannot match. Thus, the County should award this contract to Sirsi as the responsive and responsible vendor offering the best value to the County.

The Protest is Timely

Sirsi timely files this notice of intent to file a protest within 3 work days of the filing of

FTLDOCS 5423746 6

the award recommendation with the Clerk of the Board. Sirsi includes a check for the filing fee payable to the Clerk of the Board of \$3,000. In addition, Sirsi reserves the right to file, within three days of the filing of the written intent to protest, a more detailed bid protest, including pertinent documents and supporting evidence with the Clerk of the Board. Further, as Sirsi has made an additional public record request within the three-day period in which to file an intent to protest, Sirsi has the right to use the information obtained from this records request to support the bid protest by making a supplementary filing with the Clerk of the Board within 48 hours of receiving the items requested by the public records request.

Introduction to the Procurement

On or about August 21, 2008 Miami-Dade County (the "County") issued a Request for Proposals (RFP) for a robust, commercially available, next-generation Integrated Library System (ILS) to replace the existing legacy SirsiDynix Horizon and Horizon Information Portal System. Pursuant to the terms of the RFP, the County sought a stable, fully-functional System with enhanced features and performance in standard application software (including cataloging, circulation, acquisitions, serials, homebound, inventory) as well as a modern Online Public Access Catalog Portal (OPAC) including Web 2.0 and visual searching capability. The System was also required to interface with existing related services (i.e., 3M self-check machines and Envisionware computer reservation, time, and print management) and offer new, additional services for staff and patrons. The Library sought to hire a single or dual vendors for an Integrated Library System (ILS) and an Online Public Access Catalog (OPAC) Discovery/Overlay Product, and required the winning vendors to provide the requested functionality either "out of the box" or through custom programming, and all services were to

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include warranty and maintenance services, although the RFP acknowledged that alliances and partnerships were acceptable.

The RFP established five categories of evaluation criteria, each of which was to receive different weighting for a total of 100-points, as follows:

1. Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP (25 points).
2. Basic application software Functions and capabilities (25 points).
3. Integration with existing services/additional services (10 points).
4. Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability (10 points).
5. Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) (20 points).
6. Price (10 points). Price was to be evaluated in the context of:
 1. Total Price that includes all costs associated with providing all requirements of the RFP solicitation.
 2. Detailed pricing information illustrating the price charged per phase of the project.
 3. Projection of Proposer's operational or maintenance costs of this project for each year.

Sirsi's Technical Solution was Superior to Polaris's Solution

Price and technical submittals were offered by respondents on October 22, 2008 following an extended RFP evaluation process that included two pre-proposal meetings and the opportunity to submit questions to County procurement staff. A preliminary technical evaluation was performed on November 12 – 14, and the proposals were evaluated by library and technical staff with expertise in the field. A separate evaluation committee was responsible for scoring the

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RFPs and did so on November 18, 2008.

Following the initial scoring, the proposers were invited to make oral presentations and clarifications to the evaluation committee, which again graded the proposals at a meeting of December 15, 2009, this time ranking Sirsi and Polaris essentially even with Sirsi gaining a two-point advantage in technical capability (358 to 356 points) and Polaris edging Sirsi on price evaluations 36 points to 33 points (it is unclear how Polaris could have reasonably scored more points for price when its solution was more expensive). Thus, the two competitors were separated by just one-point out of 500.

In light of the marginal difference in scoring, on January 8, 2009, the County Manager recommended joint negotiations with Polaris and Sirsi, finding that:

- Both proposers' solution offered the functionality that is needed by MDPLS and use a nonproprietary database.
- Both solutions will integrate with third-party services and provide additional services required by MDPLS.
- Both solutions will meet the present and future needs of MDPLS as outlined in the RFP.
- Both Proposers' software contains easy to use, feature-rich modules.
- Both Proposers can provide implementation services and ongoing support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) throughout the term of the agreement.

In short, the Manager found that both Sirsi and Polaris adequately and completely met the immediate needs of the County. As such, the Selection Committee unanimously recommended that upon completion of the negotiations, the Proposer deemed to offer the greatest value should be awarded a contract for the ILS.

During the negotiation sessions, Sirsi continued to materially enhance its technical

solution, which the County had (even without the enhancements) rated superior to the technical solution of Polaris. On March 2, 2009, the vendors submitted their final revisions to the proposals. Without any notice to Sirsi and, apparently based on those final revisions, without any written documentation determining that Polaris represented a better value than Sirsi, the County engaged in further rounds of negotiation with Polaris both in person and by e-mail.¹ These negotiations resulted in a draft recommendation to award the contract to Polaris, which was sent to the Manager by County staff on April 2, 2009. Unfortunately, the draft recommendation, which was adopted nearly verbatim on April 24, 2009, contained no rational justification that Polaris offered a better value than Sirsi. In fact, the Manager's Recommendation contained no statement on the comparative value of the two solutions at all.² Presumably, the recommendation did not address value because Sirsi was the proposer which offered the highest rated, most technologically advanced solution, with a minimum cost savings of \$253,407.00 to the County.

Sirsi Added Technical Functionality Through Negotiation Process

As a result of the joint negotiations, Sirsi provided the following technical enhancements to its technical solution that render it a superior solution, which the County had already

¹ It is apparent that County staff may have improperly eliminated Sirsi from contention without notice that it was proceeding to negotiate only with Polaris. The County had indicated, without any support from the County Code or the solicitation documents, that it would not accept an increase in price during the clarification and/or negotiation period. While Sirsi did raise its price only in relation to additional functionality and services requested by County, (line item pricing of the original bid did not increase) the County Code and procurement policies allowed it to do so. Even accounting for the additional equipment, Sirsi still offered a substantial discount to the price quoted by Polaris.

² The Manager's Recommendation made no value statement and instead relies only on general statements that were not supported in any formal final staff evaluation, and which were contradicted by the final scoring for the project because Sirsi received a higher technical evaluation than Polaris. The Manager's Recommendation stated: "The Polaris ILS was selected based on the quality and functionality of its major modules. These include: staff searches, circulation, cataloging authority control, acquisitions, and serials, among many other value added features for Miami-Dade Public Library System (MDPLS) management and patrons."

determined to be superior to Polaris's proposal even without these enhancements:

Enrichment Content. Sirsi's original solution included Enrichment (carried over from current Horizon subscription and DataStream). Sirsi added Deluxe Enrichment, which is the latest, new content from Syndetics. Deluxe Enrichment enhances Sirsi's technical solution by extending content such as cover images and reviews to additional material types such as DVDs, CDs, as well as expanding coverage to additional Spanish and German language materials.

Order receiving/invoicing API. Sirsi's final proposal added custom programming to enhance its technical solution as to order receiving and order invoicing application protocol interfaces as requested by Miami Dade to preserve an efficient material receipt workflow that the Library uses today.

Reduced loan period API. Sirsi's final proposal added custom programming for reduced loan application protocol interfaces.

Cash register solution. In its final proposal, Sirsi upgraded its technical solution by providing the Envisionware Staff Transaction Station (STS) Bundle, including STS Software, EnvisionWare Central Management, PCC Payment Server, Cash Drawer with cable, Barcode Scanner with Stand, TSP High Performance Receipt Printer, Programmable keyboard with Track2 Card Swipe Reader, Configuration, and full support. This Envisionware Bundle is a complete cash register package providing a superior solution for fine payment and clearing in the Integrated Library System via a Point of Sale software interface, account revalue, credit card processing, and other over the counter transactions.

Hardware redundancy. Sirsi added additional hardware, materially enhancing its solution as to hardware redundancy by providing redundant (hot-swappable) hardware

components, including power supplies, cooling fans, hard disks (RAID), hard disk controllers with multi-pathing, and storage array controllers

Disaster recovery. Sirsi upgraded its technical solution by including a detailed disaster recovery plan. Sirsi's final proposal included its Secured Resources Service (Remote Backup Storage and Disaster Recovery) that provides for media verification on receipt of backup media, off-site controlled storage of backup media for 30-days, annual full restoration to Secured Resources servers including library staff verification of connectivity and functionality, and full recovery with two weeks production use in the event of a prolonged outage at customer site exceeding 72-hours (declared disaster):

Custom e-commerce development. Finally, Sirsi added custom e-commerce to its final proposal, including an interface between e-Library and the e-commerce "County Payment Manager" application used by Miami-Dade County. This interface will provide a link to the e-commerce vendor sending relevant bill information. As a part of the interface, the e-commerce system will provide a success or failure response with appropriate information in order for SirsiDyrix Symphony to appropriately mark the bill as paid or notify the user of a problem.

The Recommended Award is Unreasonable

The Recommended award is unreasonable and arbitrary because it fails to recognize that Sirsi's proposal represents the best value. Sirsi's technical solution is equal to or superior to Polaris at a lower cost to the County. Where a solicitation provides for award on a "best value" basis, the County must perform a price/technical tradeoffs, that is determine whether one proposal's technical superiority is worth the higher price. The County must document its best value decision including the rationale for any tradeoffs made and the benefits

associated with additional costs. Here, the County's analysis fails to provide any such rationale. Moreover, whereas here, even if the County challenges its earlier determination that Sirsi was technically superior, at worst, because the technical solutions are essentially equal, price should properly become the determining factor in making award, notwithstanding that the solicitation assigned price less importance than technical factors.

In their final revised proposals, for the initial five-year term, the cost for Polaris is \$2,428,764 and the cost for Sirsi is \$2,175,537.³ Thus, for evaluation purposes, the savings to the County for the Sirsi solution is at least \$253,407. In addition, because the County intends to carve out the OPAC overlay to RR Bowker, by awarding to Sirsi the County could save an additional \$170,000, because Sirsi's OPAC overlay can be removed, for a total savings of \$423,407. (Finally, the cost savings could be even more depending on how the County calculated the award price of \$4,750,000, which would make the cost savings from Sirsi equal \$2,574,643, which is more than double the cost of Sirsi.)

In addition to these hard costs savings, there are additional cost savings that the County will obtain by awarding the contract to Sirsi rather than Polaris relating to the County's existing technical architecture and existing hardware. For example, the Sirsi solution will permit the County to preserve more of its existing hardware and technology infrastructure investment.

The award recommendation fails to justify that there is any technical superiority of the Polaris proposal to justify this cost savings. Both the Evaluation/Selection Committee and the

³ Apparently, even after the final submissions by the vendors, the County engaged in another round of negotiations only with Polaris where the County permitted it to reconfigure its technical solution, reducing its price proposal for the initial term to \$2,175,357. For purposes of determining the best value, however, the comparison should be between the final proposals because unlike Polaris, the County did not provide Sirsi with any additional opportunities to reconfigure its technical solution or price. Such additional negotiations with only Polaris were unreasonable, unfair, and anti-competitive.

County Manager recognized that the technical solution of Sirsi was superior to that of Polaris. The award recommendation, however, fails to document that Polaris revised its technical solution in any manner that would render it technically superior to Sirsi.

Moreover, any analysis so claiming would be flawed, arbitrary, and unreasonable. The Sirsi solution has numerous technical advantages, including the following:

Value of Proposed Solution

- **Comprehensive Application Programming Interface (API)**

SirsiDynix proposed a full set of APIs in response to this required element. Polaris indicated API availability only for its PAC product. Full APIs gives the County the flexibility to locally extend the SirsiDynix solution based on local needs and workflows without having to pay SirsiDynix additional fees.

- **More comprehensive core functionality**

SirsiDynix can supply Acquisitions Selection List and Borrower Books by Mail as part of its core solution on Day 1. Polaris has quoted these required items as custom, which increases Miami Dade's risk in the project.

- **More comprehensive disaster recovery solution**

SirsiDynix' proposal includes a detailed disaster recovery solution that protects Miami Dade both in a typical hardware failure scenario and also in the event of a more sweeping disaster such as a hurricane. The Polaris proposal does not address threats to the physical plant. SirsiDynix has quoted an offsite disaster recovery solution whereas Polaris has provided a hardware only quote.

Experience

- **Staff who are familiar with Miami Dade**

Miami Dade would continue to work with staff such as Ms Kathi Adams, who has served as Miami's Library Relations Manager for several years. Client Care and other staff who have worked with Miami over the years would continue to be involved in Miami Dade's day to day support, providing continuity and a smooth transaction.

- **More experience with urban libraries with high transaction rates**

SirsiDynix supports more large libraries than Polaris, assuring Miami Dade that the SirsiDynix Symphony solution will support Miami Dade today and as it grows in the future. Examples include:

- Toronto Public Library (annual circulation exceeds 30,000,000).
- Cleveland Public/Clevnet (annual circulation exceeds 22,000,000).
- LA County Public Library (annual circulation approximately 14,000,000).
- Fairfax County Public Library (annual circulation approximately 14,000,000).

- **Data Migration**

SirsiDynix supports both Miami Dade's existing Horizon system and the proposed SirsiDynix Symphony system. This gives SirsiDynix the expertise to guarantee a higher degree of data integrity than Polaris, who has proposed to outsource the data migration. This is evidenced both by our more competitive pricing and more comprehensive proposal, which includes the option to migrate more Acquisitions and Serials data than Polaris will handle. The more complete data migration will allow Miami Dade to be productive on its new system more quickly.

The Recommendation to Award is Deficient

The recommendation for award, which contains no rationale as to why Polaris represents a better value than Sirsi is materially deficient and renders the proposed award void as arbitrary, capricious, and contrary to County policy. Specifically, the recommendation is flawed because it fails to recognize that the County had already determined Sirsi to be technically superior, fails to acknowledge the technical enhancements in the Sirsi proposal, fails to address the technical advantages of Sirsi, and fails to recognize the cost savings to the County. Likewise, it provides no support for the assertion that Polaris provides the best value, and does not rely upon any such finding or analysis by County staff. Based on the lack of any reasonable analysis,

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the County has based its decision on personal preference rather than the criteria in the RFP.⁴

Such action by the County, based upon personal preference rather than even-handed analysis of best value and the County's best interest is flawed and renders the award invalid. *E.g., Emerald Correctional Management v. Bay County Board of County Commissioners*, 955 So. 2d 647 (Fla. 1st DCA 2007) (reversing dismissal of bid protest); *Marriott Corp. v. Miami-Dade County*, 383 So.2d 662, 665 (Fla. 3d DCA 1980) (reversing award to local contractor, reasoning that "Florida's competitive bid statutes are enacted for the protection of the public. They create a system by which goods or services required by public authorities may be acquired at the lowest possible cost. The system confers upon both the contractor and the public authority reciprocal benefits, and confers upon them reciprocal obligations. The bidder is assured fair consideration of his offer, and is guaranteed the contract if his is the lowest and best bid received. The principal benefit to the public authority is the opportunity of purchasing the goods and services required of it at the best price obtainable. Under this system, the public authority may not arbitrarily or capriciously discriminate between bidders, or make the bid based upon personal preference."); *see also In re DIT-MCO International Corp.*, B- 311403, 2008 CPD ¶127, 2008 WL 2566868 (Comp. Gen. June 18, 2008) (holding that agency properly awarded to lower priced of technically equal proposals in best value procurement)

⁴ In this case, there is evidence supporting animus towards Sirsi by County staff, which apparently favored Polaris due to Sirsi's decision to phase out support of the Horizon line of products in use by the County. For example, the Manager's draft recommendation noted: "The purpose of this Request for Proposals (RFP) is to replace the existing legacy SirsiDynix Horizon and Horizon Information Portal System. When the County began the RFP process, SirsiDynix announced that they would no longer support the entire Horizon product line beyond a few years as they were moving forward with a new product line now called Symphony. They eventually expect to phase out the product. Since the existing contract with SirsiDynix is scheduled to expire in June 2010, it is a business priority that the new System be operational no later than May 2010 to ensure uninterrupted service." Sirsi intends to support the Horizon product line well beyond June 2010 so that this underlying procurement may not even be necessary, and the County can achieve even greater costs savings by extending the current contract.

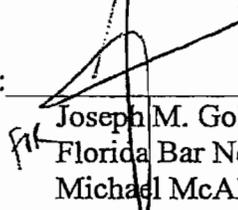
Conclusion

Based on the discussion above, the award recommendation to Polaris should be rejected, and the County should award the contract to Sirsi.

Dated: April 29, 2009

SHUTTS & BOWEN LLP
Counsel for Sirsi
200 E. Broward Blvd., Suite 2100
Fort Lauderdale, FL 33301
Telephone: (954) 847-3837
Facsimile: (954) 888-3066
jgoldstein@shutts.com

By: _____


Joseph M. Goldstein
Florida Bar No. 820880
Michael McAllister
Florida Bar No. 0032121

Memorandum



Date:
To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners
From: George M. Burgess
County Manager *Burgess*
Subject: Award of Contract No. RFP 643: Integrated Library System

CLERK OF THE BOARD
2009 APR 24 PM 12:44
CLERK: [illegible]

RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of two contracts to GIS Information System, Inc., doing business as Polaris Library Systems to provide an Integrated Library System and R.R. Bowker LLC to provide an Online Public Access Catalog Discovery/Overlay Product for the Miami-Dade Public Library System (MDPLS).

CONTRACT NUMBER: RFP 643
CONTRACT TITLE: Integrated Library System
TERM: Initial five-year term with five, three-year options-to-renew
APPROVAL TO ADVERTISE: August 13, 2008
CONTRACT AMOUNT: \$5,000,000 for the initial term
\$11,572,856 total contract value if the County chooses to exercise the five, three year options-to-renew.

Vendor	Initial Term Allocation	OTR Value	Cumulative Value
Polaris Library System	\$4,750,000	\$6,130,721	\$10,880,721
R.R. Bowker LLC	\$ 250,000	\$ 442,135	\$ 692,135
Total:	\$5,000,000	\$6,572,856	\$11,572,856

PREVIOUS CONTRACT AMOUNT: \$8,453,061 total cumulative value over a thirteen year period

The MDPLS's current system is supported by two contract awards. The first was established through a competitive Request for Proposals process for the initial purchase of hardware and software. Subsequently the Board approved a contract to provide ongoing maintenance, support and system upgrades.

METHOD OF AWARD: Awarded to the highest ranked responsive, responsible vendors based on the evaluation criteria established in the solicitation.

VENDORS RECOMMENDED FOR AWARD:

Vendor	Address	Principal
Polaris Library System (Non-local vendor)	103 Commerce Boulevard, Suite A Liverpool, NY 13088	Bill Schickling
R.R. Bowker LLC (Non-local vendor)	460 S. Marion Parkway, #1406 C Denver, CO 80209	Bas Zwaan

PERFORMANCE DATA: There are no known performance issues with the two firms.

COMPLIANCE DATA: There are no known compliance issues with the two firms.

VENDORS NOT RECOMMENDED FOR AWARD:

Civica/CMI
52 Hillside Court
Engelwood, OH 45322
(Non-local vendor)

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608
(Non-local vendor)

SirsiDynix
400 W. Dynix Drive
Provo, UT 84604
(Non-local vendor)

VTLS, Inc.
1701 Kraft Dr.
Blacksburg, VA 24060
(Non-local vendor)

CONTRACT MEASURES: The Review Committee of April 30, 2008, recommended a Small Business Enterprise selection factor.

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The contracts include the User Access Program provision. The 2% program discount will be collected on all purchases.

LOCAL PREFERENCE:	Local preference was applied in accordance with the Ordinance but did not affect the outcome as none of the proposers are local firms.
PROJECT MANAGER(S):	Phyllis Alpert, Miami-Dade Public Library System Georgina Del Valle, Miami-Dade Public Library System
ESTIMATED CONTRACT COMMENCEMENT DATE:	After date adopted by the Board of County Commissioners, unless vetoed by the Mayor.
DELEGATED AUTHORITY:	If this item is approved, the County Mayor or designee will have the authority to exercise subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

Award of these contracts will provide the Miami-Dade Public Library System (MDPLS) with an Integrated Library System (ILS), and an Online Public Access Catalog Discovery/Overlay Product (OPAC) Discovery Product (the System). The Integrated Library System is the business software used by MDPLS to manage their daily operations. ILS automates library tasks that would otherwise be repetitive, labor intensive, and inefficient. ILS consists of several relational databases of bibliographic and customer records that are updated in real time across all branches in the County. The ILS provides automation to core business processes employed by MDPLS, such as:

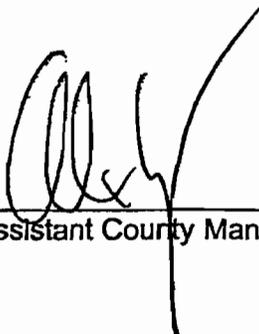
- Circulation – checking in and out books and materials to library patrons integrated with patron account information
- Cataloging – classifying and indexing books and materials
- Acquisitions – ordering, receiving, invoicing and budget management
- Serials – tracking magazine, newspaper, and periodical receipt and holdings
- Home Services – reading logs and other specialized information for services provided to homebound patrons
- Inventory Control – a management tool for materials

This contract award replaces the existing Legacy SirsiDynix Horizon and Horizon Information Portal System. The existing contract with SirsiDynix is scheduled to expire in June 2010. It is a business priority that the new system be operational no later than May 2010 to ensure uninterrupted service.

Proposals were requested for both an Integrated Library System (ILS) and an Online Public Access Catalog (OPAC) Discovery/Overlay Product solution. The Request for Proposals (RFP) indicated that an award could be made to a single proposer for both the ILS and OPAC Discovery/Overlay Product, or to separate proposers. The proposed ILS from Polaris will integrate with the current third party library systems such as self-check, computer sign-up, as well as, time and print management functions. The Polaris ILS was selected based on the quality and functionality of its major modules. These include: staff searches, circulation, cataloging/authority control, acquisitions, and serials, among many other value added features for Miami-Dade Public Library System (MDPLS) management and patrons. In addition, the search tool allows for searches in a variety of ways, and offers a superior method of finding needed records. The statistics gathering and report writing features in the Polaris ILS provide flexible tools to be used by staff with different skill levels.

An OPAC Discovery/Overlay Product, the portal, is a widely utilized application that works with ILS and provides the County with a new search function that encompasses Web 2.0 technology. The OPAC Discovery/Overlay Product will be used by MDPLS patrons to search, find, and reserve books and other materials. This includes user ability to set user preferences, and receive information about new books or materials based on these preferences. The AquaBrowser Online Public Access Catalog (OPAC) Discovery/Overlay Product from R.R. Bowker LLC is user friendly and offers rich and robust search functionality for patrons. It has excellent visual appeal and graphics and utilizes the latest widely used web based technology. This product is considered the market leader. The look and feel of AquaBrowser is superior to any other OPAC or OPAC Discovery/Overlay Product that was proposed. AquaBrowser is the OPAC market leader with an install base of over two hundred public libraries worldwide including large library systems such as Queens, New York; Kansas City, Kansas; and Broward County, Florida.

These contracts will provide the MDPLS with a state-of-the-art system to provide patrons with a more intuitive search and view experience. The system will provide the Library with a scalable, robust, feature rich application. These contracts will include the required software, licenses, implementation and testing, integration, project planning, migration, training, documentation, and hardware. The contracts also provide ongoing software and hardware maintenance and support services required after final system acceptance, and following expiration of the warranty period.



Assistant County Manager



Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK MIAMI-DADE GOVERNMENT CENTER

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Miami, FL 33128-1983
Telephone: (305) 375-5126
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May 27, 2009

Marc Douthit, Esq.
12550 Biscayne Blvd.
Suite 500
Miami, FL 33181

Re: Bid Protest – RFP No. 643 – Integrated Library System

Dear Mr. Douthit:

Please be advised that the hearing scheduled to be held on May 28, 2009, at 9:30 a.m. for the foregoing bid protest has been cancelled due to the withdrawal of the protest by Sirsi Corporation d/b/a SirsiDynix.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By: *Diane Collins*
Diane Collins, Acting Division Chief
Clerk of the Board Division

DC:fcd

cc: George Burgess, County Manager (via email)
Alex Munoz, Assistant County Manager (via email)
Hugo Benitez, Assistant County Attorney (via email)
Raymond Santiago, Director, Miami-Dade Public Library System (via email)
Phyllis Alpert, Project Manager, Miami-Dade Public Library System (via email)
Georgina Del Valle, Project Manager, Miami-Dade Public Library System (via email)
Miriam Singer, Director, Department of Procurement Management (via email)
Julian Manduley, Department of Procurement Management (via email)
Walter Fogarty, Department of Procurement Management (via email)
Jose M. Jimenez, attorney representing GIS Information System, d/b/a Polaris Library System's (via email)
Metro Dade Court Reporters (via email)

HARVEY RUVIN, CLERK OF THE BOARD
MIAMI-DADE COUNTY, FLORIDA

SIRSI CORP, INC. d/b/a SIRSIDYNIX

Petitioner,
vs.

In Re: Protest of RFP 643 – Integrated Library
System

MIAMI-DADE COUNTY,
Respondent.

CLERK OF THE BOARD
2009 MAY 27 AM 10:47
SERK. CIRCUIT & COUNTY CLERK'S
DADE COUNTY, FLA.
#1

RESPONSE

MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County") through undersigned counsel, files this response to the protest filed by SIRSI Corporation, Inc. ("Sirsi"), in connection with the County Manager's recommendation for award to Contract 643 for an Integrated Library System to Polaris Library Systems, Inc. ("Polaris").

The award recommendation to Polaris is not arbitrary, capricious or contrary to law. Sirsi's argument that, in its belief, Sirsi offers the better product does not constitute grounds to overturn the County's decision based on the sound exercise of its discretion. *Department of Transportation v. Grove-Watkins Construction*, 530 So.2d 912 (Fla. 1988); *Liberty County v. Boxter's Asphalt & Concrete*, 421 So.2d 505 (Fla. 1982); *Miami-Dade County v. Church & Tower, Inc.*, 715 So.2d 1084 (Fla. 3d DCA 1998).

BACKGROUND

Sirsi's statement of the facts omits some which are critical to the proper understanding of the Manager's recommendation:

The Miami-Dade Library System (the "Library") is the ninth largest public library system in the Unites States. The Library has 47 facilities, including the Main Library, 7 regional libraries, 38

neighborhood libraries and one kiosk in the Civic Center Metrorail Station. RFP, Scope of Services 2.1. The County is currently under contract with Sirsi to provide the Library certain computer systems. These include acquisitions, cataloguing, circulation and inventory, among others. RFP, Scope of Services, 2.2. The contract with Sirsi was entered into in August 2002. The initial term of the contract was for one year, with four one year option to renew on a year to year basis at the option of the County. Sirsi Agreement, Protest Appendix at Tab 1. After exercising all options to renew, on or about August 1, 2006, the County further extended the Sirsi contract for an additional three years through July 31, 2010. With all extensions, the contract with Sirsi has been in place for nearly seven years. Sirsi's system is based on the Horizon software.

On March 13, 2007, Sirsi communicated with its customers to inform them that it would discontinue the general release of Horizon 8.0 and that instead a new software product named Rome would serve as its future development platform. As a result, the development of new products would no longer occur on the Horizon platform. Sirsi's voluntary transition to a new product caused industry-wide concern¹, including in Miami-Dade County, about the continued viability of the legacy product Horizon. For that purpose, the County sought to replace the Horizon system which in any event was the subject of a contract that with all extensions was due to expire on July 31, 2010.

On or about August 21, 2008, the County issued a Request for Proposals to purchase a "robust, commercially available, next-generation Integrated Library System (ILS)" to replace the Library's legacy systems. RFP, Section 1.1. The RFP described the Library's existing systems and desired functionality for the new system. Among critical functionality was that new books could not be received in the acquisition module that would only be available to the Main Library

¹ Breeding, Marshall Perceptions 2007: An International Survey of Library Automation, Library Technology Guides.

because of the Library's decentralized acquisition practices, RFP, Section 2.5.1.6(I); a Network and Transaction Load Test to simulate the Library's typical volume of transactions, RFP Section 2.5.4.10; and a mutually agreeable Acceptance Testing Plan. RFP, Section 2.6.

Because of its technical nature, the RFP provided that a technical committee would conduct an initial evaluation of the short listed proposals. Following the technical committee evaluation, it would be evaluated by a selection committee, who would then make its recommendation for negotiation to the County Manager. Significantly, the RFP provided "In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers." RFP, Section 4.7.

Proposals were opened on or about October 22, 2008. In accordance with the terms of the RFP, the technical committee evaluated the proposals of Sirsi and Polaris. The technical committee favored Polaris. Where it found Polaris to be highly acceptable in eighteen (18) areas, it found Sirsi highly acceptable in only five (5). Most importantly, it found Sirsi to be marginal in ten (10) modules, where Polaris was marginal in only two (2). Among the Sirsi marginal modules are two critical components of the system, Acquisitions and Serials. Finally, the technical committee found two of Sirsi's areas unacceptable, where none of Polaris' areas were determined to be unacceptable. See attached Exhibit A, Phyllis Alpert Summary of Criteria Favoring Polaris. In summary, Polaris' evaluation resulted in a finding of highly acceptable or acceptable in 95% of the cases, where Sirsi only achieved a 72%. Id.

The evaluation and selection committee then evaluated the proposals on the basis of the criteria set forth in the RFP. Polaris received the highest overall score. Sirsi received the second

highest score. While the firms were only one point apart, under the RFP rules, even at that earlier point, the County Manager was authorized to negotiate with Polaris to contract with the County.

Instead, Sirsi's proposal was given a new breath of life when the Manager instructed, upon recommendation of his committee, and all in accordance with the terms of the RFP, that a simultaneous negotiation occur with both Polaris and Sirsi. See recommendation dated January 8, 2009. At this second round, Sirsi refused to lower its price. It offered additional functionality, but at additional cost. Polaris, on the other hand, lowered its price, and added additional value. Since Polaris, who had already been ranked first, had further improved its price and offering, compared with Sirsi's whose base offering remained the same, except for additional functionality at additional cost, the recommendation to Polaris clearly constituted the best value for those who had evaluated the offerings.

The County Manager, following the round of contemporaneous negotiations, recommended a contract award to Polaris. This protest followed.

DISCUSSION

Sirsi's protest must be denied. The protest fails to identify any fraud or illegality in the formulation of the recommendation. It fails to identify where the County departed from the instructions set forth in the RFP. Instead, indication in this record is that Sirsi was a willing participant in the process, until it lost.

The protest, if it can be understood at all, amounts to nothing more than an assertion that the evaluation must be irrational because in Sirsi's opinion, Sirsi offered the better value to Miami-Dade County. Protest at 1, 3, 5. A bidder's firmly held, and predictable, belief that it offers a better product simply cannot be the basis to overturn a contract recommendation. Under the applicable case law, the government's decision to award a contract "when based on an honest

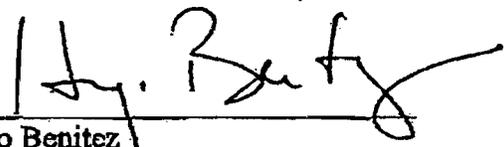
exercise of discretion, will not be overturned . . . even if it may appear erroneous and even if reasonable persons may disagree." *Liberty County v. Baxter's Asphalt & Concrete*, 421 So.2d 505, 597 (Fla. 1982). In the absence of a finding of "illegality, fraud, oppression or misconduct" the governmental decision must be upheld. *Id.*

Sirsi's assertions that the award recommendation is irrational is simply a refusal to recognize the merits of Polaris's proposal which was favored by those who were entrusted with conducting a technical and business evaluation. Attached as Exhibit A to this memorandum is a summary from Ms. Phyllis Alpert, Assistant Director of the Library, as to the better value offered by Polaris, and the reasons why she favored and continues to favor Polaris as a best value recommendation. Ms. Alpert is not only responsible as a user for the ultimate success of the product, but formed a part of both selection and negotiation committees.

The contract award recommendation must be upheld.

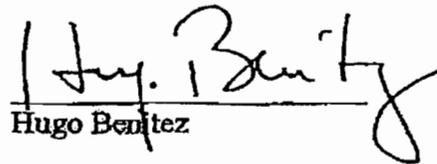
Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was faxed this 26th, day of May, 2009 to the following: Joseph Goldstein, Esq., (954) 888-3066; Marc Anthony Douthit, Esq. (305) 893-7499; Jose Jimenez, Esq., (305) 789-3395.


Hugo Benitez

Justification for Selecting Polaris

1. Final Report of the Technical Review Committee (Dec. 15-16, 2008)

Polaris's software has been evaluated as being "Highly Acceptable" for all of the major modules - the Online Public Access Catalog (OPAC), Staff Searching, Circulation, Cataloging/Authority Control, Acquisitions, and Serials. SirsiDynix's software has been evaluated as being "Acceptable" in four (4) major modules (Online Public Access Catalog, Staff Searching, Circulation and Cataloging) and "Marginal" in two (2) major modules (Acquisitions and Serials). The Technical Committee Evaluation for all modules is:

	Highly Acceptable	Acceptable	Marginal	Unacceptable	% Highly Acceptable or Acceptable
Polaris	18	23	2	0	95%
SirsiDynix	5	26	10	2	72%

2. Method for Knowing When to Pay Book/Material Invoices

The RFP section 2.5.1.6 (l) explained that the Library has new materials delivered directly to the branches, not a central location; therefore, the books cannot be "received" in the Acquisitions Module. The RFP stated that "The Library prefers that when an item is checked in using Circulation, it is automatically marked received in Acquisitions." Polaris responded that custom programming would be provided; during the negotiation sessions, the team was confident that Polaris understood the need and could address it. SirsiDynix's original response did not include any method; at the orals, they indicated a willingness to discuss the issue. During negotiations they offered to do "custom report development"; however, they were unable to explain to the team how the report would meet our needs. Their final written document stated that "One of the issues with writing these specifications is how we will determine which purchase order a particular received item belongs to" leaving the team unsure their solution would work for the Library.

3. Custom Programming

It is the County's desire to contract for a set number of hours at the contracted customization rate in order to address any concerns that surface with the application software, whether prior to implementation or any time during the life of the contract. Polaris offered 200 hours of custom programming during the life of the contract. SirsiDynix offered up to 50 hours of "custom report development," not actual custom programming which changes the base System, and stipulated that any hours remaining of the 50 hours at the end of the acceptance period will be cancelled.

4. Network and Transaction Load Test

The RFP Section 2.5.4.10 requested that a Network and Transaction Load Test be performed to simulate the Library's typical volume of transactions to show the System could handle the transaction load and the Library Network could support the System. Polaris originally proposed that we accept the test done for Phoenix Library System; at the oral presentation they indicated a willingness to discuss and at negotiations Polaris agreed to the plan we presented. SirsiDynix's offered a plan in their final written document but it was deemed to be less sufficient than the test Polaris agreed to conduct.

5. Acceptance Testing (Hardware Functionality, Data Load, Module functionality, Third-Party Integration, Reliability and Response Time Tests)

The RFP Section 2.6 specifically stated that "Vendors should agree to work with the Library to create a mutually agreed upon Acceptance Plan that will become part of the contract." Vendors were asked in the RFP Section 3.2.9 to provide a Proposed Acceptance Testing Plan. Polaris provided a plan in their response and during negotiations accepted the plan we provided them which was more specific. Polaris agreed to contract to, "Response time should be no greater than two (2) seconds on an unloaded network and no greater than (5) seconds on the fully functioning Library Computer Network for the life of the contract" and penalties for failure to meet. SirsiDynix did not provide any plan in the original Proposal and stated that, "As a standard business practice, SirsiDynix does not engage in post-implementation acceptance testing" and that "SirsiDynix does not guarantee or warranty the response times of our system." At the orals they indicated a willingness to talk. However, during negotiations we were unable to reach an agreement because they put restrictions that were not agreeable to us, such as "Month's average rather than 24-hour average" on the reliability test and "month's average and not a single transaction" on the response time.

6. Customer Service

The RFP Section 2.7 (e) requested that, "As part of the Maintenance Agreement, the Proposer should provide (in addition to the usual logging, calling and/or e-mailing) weekly conference calls facilitated by a staff member of the Vendor with authorization to bring in appropriate staff to discuss with Library staff the resolution of all open issues." Both Vendors proposed this in their original Proposals. During orals and negotiations, the team was satisfied that Polaris would provide excellent customer service based on this model. During negotiations with SirsiDynix, it was suggested to us that we purchase additional "SureSailing," a service that offers "scheduled telephone conversations with a senior consultant." Despite lengthy discussions at the March 2 negotiation session, SirsiDynix was unable to explain to the team why we needed this service when they had agreed to weekly meetings as stated above. The team began to doubt SirsiDynix's commitment to customer service.

7. Price

During negotiations Polaris mitigated all of the issues presented to them and added in the missing elements. They reduced the bid price by \$105,962 to \$2,339,011. The value to the County of the additional items is \$344,183. SirsiDynix added in some of the missing elements; however, they also raised the bid price by \$901,906 to \$2,175,357.

Final Negotiated Price			
	SirsiDynix	Polaris	
One Time	\$795,204	\$1,215,814	Polaris higher by \$420,610
Maintenance	\$1,380,153	\$1,123,197	SirsiDynix higher by \$256,956
TOTAL	\$2,175,357	\$2,339,011	Polaris higher by \$163,654
Items in Polaris Bid but Not Included in SirsiDynix Bid: <ul style="list-style-type: none"> • 10 Handheld at \$5,289 = \$52,890; • Maintenance on Handheld devices = \$28,564; • Maintenance for Evanced Solutions = \$32,320; • Digital Archiving = \$30,000; • Digital Media Server = \$3,951; • Maintenance on Digital Archiving = \$20,917 			Total Items Not Included \$166,642
Savings During the Initial Five (5) Years of the Contact by Purchasing Polaris = \$2,988			

SirsiDynix's maintenance cost over the five years of the contract is \$256,956 more than Polaris's maintenance bid. Furthermore, Polaris has agreed to contract that, "For any option to renew or extension periods, pricing may be subject to a maximum escalation not to exceed four (4) percent per annum over the previous year's actual fees/costs paid." Extrapolating at five (5) percent per annum (the pricing logic used by SirsiDynix to calculate maintenance costs increases during the initial term of the contract was between five (5) and six (6) percent), the following chart shows the maintenance costs for each vendor during the first three-year (3) Option to Renew and the resulting savings by contracting with Polaris:

	Year 6	Year 7	Year 8	Total
SirsiDynix	\$393,850	\$413,543	\$434,220	\$1,241,613
Polaris	\$306,175	\$318,422	\$331,159	\$955,756
Difference				\$285,857
Total Savings after eight (8) years (initial term plus first Option to Renew (OTR)) by contracting with Polaris				\$288,845

Savings would grow over each OTR. In addition, Polaris charges \$220 per hour for custom programming and does not charge maintenance on the custom programming. SirsiDynix charges \$300 per hour for their "custom report development" and charges annual maintenance fees on it.

Based on all of the above stated reasons, the Negotiating Team has recommended to the County Manager that the County contract with Polaris.