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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

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

From: George M. Burgess
County Manager

Agenda Item No. 8(O)(1)(B)

Resolution No. R-918-09

Subject: Award of Contract No. RFP 643: Integrated Library System

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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

MEMORANDUM

(Revised)

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

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(B)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(B)
6-30-09

RESOLUTION NO. **R-918-09**

RESOLUTION (1) AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY AND GIS INFORMATION SYSTEMS, INC., D/B/A POLARIS LIBRARY SYSTEMS, IN THE AMOUNT OF $4,750,000 TO OBTAIN AN INTEGRATED LIBRARY SYSTEM, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS THEREIN IN AN AMOUNT UP TO $6,130,721.00; AND (2) AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY AND R.R. BOWKER LLC IN THE AMOUNT OF $250,000.00 TO OBTAIN AN ONLINE PUBLIC ACCESS CATALOG DISCOVERY/OVERLAY PRODUCT, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS THEREIN IN AN AMOUNT UP TO $442,135.00

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Authorizes and approves the execution by the County Mayor or County Mayor's designee of the Agreement between Miami-Dade County and GIS Information Systems, Inc., d/b/a Polaris Library Systems, substantially in the form attached hereto as Exhibit A and made part hereof, in the amount of $4,750,000.00, and to exercise any cancellation and renewal provisions therein up to $6,130,721.00.

Section 2. Authorizes and approves the execution by the County Mayor or County Mayor's designee of the Agreement between Miami-Dade County and R.R. Bowker L.L.C., substantially in the form attached hereto as Exhibit B and made part hereof, in the amount of $250,000.00, and to exercise any cancellation and renewal provisions therein up to $442,135.00.

The foregoing resolution was offered by Commissioner **Sen. Javier D. Souto**, who moved its adoption. The motion was seconded by Commissioner **Bruno A. Barreiro** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **absent**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**nay**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this **2nd day of July, 2009.** This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

Richard Seavey

EXHIBIT "A"

PROFESSIONAL SERVICES, HARDWARE, SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT

INTEGRATED LIBRARY SYSTEM (ILS)

CONTRACT RFP No. 643

THIS PROFESSIONAL SERVICES, HARDWARE, SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND GIS INFORMATION SYSTEMS, INC, DOING BUSINESS AS POLARIS LIBRARY SYSTEMS (A QUALIFIED SUBCHAPTER S SUBSIDIARY OF THE CROYDON COMPANY, INC.) A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK, HAVING ITS PRINCIPAL OFFICE AT 103 COMMERCE BOULEVARD, SUITE A, LIVERPOOL, NY 13088 (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Integrated Library System (ILS), that shall conform to the County's Request for Proposals (RFP) No. 643 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated October 22, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Integrated Library System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The term "Application Software" to mean the programs that will be used to perform the tasks specified in the Scope of Services.

b) The term "Change Order" or "Extra Work" or "Additional Work" to mean work resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

c) The terms "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Exhibit A), RFP No. 643 and all associated addenda and attachments, the Contractor's

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Proposal, and all other attachments hereto and all amendments issued hereto.

d) The term "Contract Date" to mean the date on which this Agreement is effective.

e) The terms "Contractor" or "Consultant" or "Vendor" to mean Polaris Library Systems and its permitted successors and assigns.

f) The term "County" to mean Miami-Dade County, a political subdivision of the State of Florida, including any subcontractors, agents, suppliers and/or vendors authorized by the County to use the Integrated Library System.

g) The term "Days" to mean calendar days.

h) The term "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

i) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

j) The term "Documentation" to mean any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help Files and hard-copy guides, which are designated by the Contractor as available under license to libraries who have licensed the program to which those materials relate.

k) The term "Enterprise License" to mean licensing covering all Miami-Dade Public Library System facilities and staff.

l) The term "Existing Hardware" to mean the items specified in Form B-3.

m) The term "Final Acceptance" to mean the successful completion of the Hardware Functionality, Data Load, Module Functionality, Third-Party Integration, System Reliability and Response Time tests which demonstrate that all System functions are operational and perform as required by Exhibit A, "Scope of Services."

n) The term "GoLive" or "GoLive Date" to mean the date on which the delivered Integrated Library System is used in a production environment.

o) The term "Hardware" to mean the hardware components sold by the Contractor and listed in Form B-2 of this Contract.

p) The term "Library" or "MDPLS" to mean Miami-Dade Public Library System, a department of Miami-Dade County.

q) The term "Library Operating Environment" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services including hardware, software, peripherals, goods and services and all other items, tangible and intangible, designed to operate as an integrated group.

r) The term "Licensed Software" to mean the Integrated Library System computer programs sold by the Contractor and listed under Form B-4 of this Contract.

s) The term "Integrated Library System" (ILS) to mean the licenced software, including custom programming developed by Polaris Library Systems and operating in the Polaris supplied Hardware under this agreement.

t) The term "Library Computer Network" to mean everything associated with providing Wide Area Network services, Local Area Network services and wireless services, including all servers and applications.

u) The term "Maintenance" to mean keeping the software and/or hardware in a condition so that it operates as set forth in the documentation and in conformity to Exhibit A, "Scope of Services".

v) The term "Module" to mean a distinct component of the integrated software such as Circulation, Cataloging, Acquisitions, etc.

w) The terms "Patron," "Customer," or "Borrower" to refer to people using the Library.

x) The terms "Scope of Services" or "Scope of Work" to mean "Scope of Services" which is incorporated herein, and details the work to be performed by the Contractor or Subcontractor.

y) The term "Services" to mean all actions performed or to be performed by the Contractor or its Subcontractors as listed in Exhibit A, "Scope of Services."

z) The term "Solicitation" to mean the Request for Proposal No. 643 (RFP) and all associated addenda and attachments.

aa) The terms "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.

bb) The term "System" to mean the total complement of hardware, software, goods and services, peripherals and all other items, tangible and intangible, designed to operate as an integrated group.

cc) The term "Third-Party" to mean any company or subcontractor, other than the Contractor, who will provide software, hardware, and/or services in order to fulfill the requirements of Exhibit A, "Scope of Services".

dd) The term "User" to mean anyone accessing the System, including both staff and patrons.

ee) The term "Warm Site Disaster Plan" to mean a plan which includes a site with cooling and electrical capacity, and communications hardware for immediate connectivity. It will also house servers and storage for periodic replication of data from the Library's data center. The site should be capable of being operational within one week of catastrophic loss of central server facility.

ARTICLE 2. <u>ORDER OF PRECEDENCE</u>

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Exhibit A), 3) the Miami-Dade County's RFP No. 643 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. <u>RULES OF INTERPRETATION</u>

3.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

3.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

3.4 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

4.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

4.2 The Contractor shall provide the services set forth in Exhibit A, "Scope of Services" attached hereto, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

4.3 Both parties acknowledge that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the parties shall perform the same as though they were specifically mentioned, described and delineated.

4.4 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

4.5 The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding Exhibit A, "Scope of Services." The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees, where feasible, practical, and in line with Contractor's implementation policies and procedures, to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective upon approval of the County's Board of County Commissioners and the expiration of any Mayoral veto period and shall be for the duration of five (5) years, with five (5) three (3)-year options to renew, at the County's sole discretion.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

5.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor.

ARTICLE 6. SOFTWARE GRANT OF RIGHTS

6.1 Licenses. Expressly subject to the terms and conditions of this Agreement, and the full payment of the Fees for each license as stated on Exhibit B Forms, "Price Schedule" attached hereto, Contractor hereby grants County, the following enterprise, perpetual, non-exclusive, irrevocable, nontransferable, and non-assignable licenses to use the products listed in Exhibit B Forms, "Price Schedule", in object code for any purpose not expressly forbidden by the terms hereof. Such License shall include but not be limited to the unrestricted right of the County to provide Licensed Software including the object code forms thereto, the Documentation and Programs therefore, to any authorized person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

6.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Contractor, the fees shall be according to Exhibit B Forms, "Price Schedules". All additional licenses purchased shall be documented in writing by the Contractor and amended in Exhibit B Forms, "Price Schedules" if applicable.

6.3 The Contractor shall provide the County with documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

6.4 Third Party Software. The Contractor shall, at its own expense, secure and administer for the County, and grant to the County, in the County's name, any and all necessary sublicenses or direct licenses for the third-party software, which shall be perpetual, non-exclusive, irrevocable to use the third-party software, in object code form for any purpose not expressly forbidden by the terms hereof. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions that are mutually agreed upon between the County and the Contractor.

The terms and conditions of such sublicense agreements, at a minimum, shall include, but not be limited to the right of the County: (i) to make multiple copies of the third-party software, including the object code forms thereof and the Documentation and Programs; (ii) to use the third-party software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and, (iii) to maintain and modify the third-party software without restriction.

6.5 As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Contractor's Licensed Software or third-party software irrespective of any breach or default pursuant to the terms hereof.

6.6 The County may only use the Licensed Software on the Hardware configuration and architecture approved by the Contractor irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee, which license fee is set forth herein, provided however that the County orders such Licensed Software for the clients is for the use of the County with no implied rights to distribute beyond a reasonable use for County functions. Following the Contractor's written authorization, all Licensed Software may be copied, in whole or in part, only for use on the specified hardware configuration.

6.7 The County shall not allow the Licensed Software, Third-Party Software or any portion thereof to be reversed compiled, disassembled or in any way altered, without prior authorization of the Contractor. The County shall not modify any Licensed Software or Third-Party Software in machine-readable form nor merge such Licensed Software or Third-Party Software with other software programs unless mutually agreed upon. The County may customize Documentation and on-line help files, but Contractor disclaims any responsibility for their maintenance.

6.8 The County agrees that, in accordance with Article 50, "Proprietary Information" of this Agreement, all Documentation contains Contractor proprietary information, use of which is limited by the licenses granted in this Contract. The County will not disclose or otherwise make available, except as required by law, any Documentation in any form to any third-party except to the Library's employees, or agents directly concerned with licensed use of the Documentation. Subject to the limitations of this Article, the County may make additional copies of the Documentation.

ARTICLE 7. <u>DELIVERY AND ACCEPTANCE</u>

7.1 Application Software. The Contractor shall deliver the Licensed Software that will be used to perform the tasks specified in Exhibit A, "Scope of Services."

7.2 Documentation. The Contractor shall deliver copies of the associated Documentation to the County. The Licensed Software-related Documentation ("Documentation") will consist of any and all operator's and user's manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the Integrated Library System control file and scripts used to compile, link, load and/or make the applications and systems; test scripts, test plans and test data and other materials for use in conjunction with the applicable software. The Documentation will in all cases be fully applicable to the use of the Licensed Software with the

Hardware, and will identify and reflect any particular features of the Hardware which may affect the normal use and operation of the Licensed Software. The Contractor shall deliver to the County five (5) print copies of said Documentation and one (1) electronic copy. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary and to post the documentation on its Intranet, providing such posting is accessible only to County staff.

7.3 Hardware. Hardware shall be deemed "Delivered" when receipt and final acceptance has been confirmed by the County. All Hardware will be delivered FOB Destination, Prepaid and Charged Back.

7.4 Acceptance. The Services, Hardware, and Licensed Software shall be deemed "Accepted" when: the County's acceptance testing is satisfactorily completed with no critical or major defects and the County delivers a signed statement to Contractor accepting all deliverables from Contractor under this Agreement. Notwithstanding anything to the contrary in this Agreement, the County has ten business days to accept or reject the deliverables from Contractor provided under this Agreement. If the County does not submit to Contractor the signed deliverable acceptance form(s) within ten business days after delivery of the deliverable, the deliverable is deemed "Accepted" by the County.

ARTICLE 8. <u>OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS</u>

Contractor acknowledges that the Integrated Library System will be implemented and will operate on the Hardware identified in Exhibit B Form B-2, as well as on any reusable existing hardware identified in Exhibit B Form B-3 and on the Library Operating Environment described in Exhibit A, "Scope of Services." The Licensed Software, and each Module or component and function thereof, will be capable of operating fully and correctly in the Library Operating Environment identified in Exhibit A, "Scope of Services." The Contractor further warrants and represents that the Licensed Software, Hardware and Deliverables combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in Exhibit A, "Scope of Services", and Contractor's Proposal. Contractor will perform a Network and Transaction Load Test as specified in Exhibit D. Upon successful completion of the Network and Transaction Load Test, the Contractor will stipulate in writing and present as a deliverable the fact that the Library Operating Environment is adequate to support the System. The Library will consult with the Contractor regarding the addition or connection of other computer equipment and/or software, supplied by a company other than the Contractor, to the County's Equipment to determine that it will not adversely affect the operation and performance of the System. The Contractor will not unreasonably withhold authorization.

ARTICLE 9. <u>SOFTWARE REVISIONS</u>

With the Contractor's prior approval, which approval will not be unreasonably withheld, the County will have the right, to independently modify any Licensed Software through the services of County employees, agents, contractors or subcontractors and, for such purposes, may disclose the Licensed Software, or any portion thereof, to such employees, agents, contractors or subcontractors. As between the County and the Contractor, such modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations as set forth in Article 32, "Warranties."

ARTICLE 10. <u>SOFTWARE ENHANCEMENTS/MODIFICATIONS</u>

10.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for the term of this Agreement.

10.2 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Licensed Software. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

i. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted by the Contractor illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.

ii. The Contractor shall, upon the County's request, install the enhancements/modifications and shall provide the County with such services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software.

iii. Following the County's acceptance of all enhancements/modifications, such enhancements/modifications shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modifications were applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modifications thereto.

iv. If any such enhancements/modifications are not acceptable to the County, the County shall allow the Contractor up to thirty (30) days to bring the enhancements/modifications into compliance with the conditions outlined in the detailed requirements and design document. If, at the end of the thirty (30) day period, the Contractor is unable to comply with the detailed requirements and design document, then the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.

v. Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

ARTICLE 11. SUPPORT AND MAINTENANCE SERVICES

11.1 Contractor Obligations. For so long as the County purchases hardware, software, maintenance, and support services, the Contractor shall furnish to the County, at no additional cost to the County, and provided that the County elects to install same, all Software replacements, substitutions, upgrades, enhancements, new releases or new versions (including all debugging codes for the Software offered to its customers generally). These Software replacements, subscriptions, upgrades, enhancements, new releases or new versions shall be furnished at no additional cost to the County unless they contain only functions that are wholly outside of the Integrated Library System's functionality, performance, capacity or response time as described in Exhibit A, "Scope of Services" and shall comply with Article 12, "Functionally Equivalent Software" herein. The County understands that all releases must be installed separately and that new enhancements, and some bug fixes, are not made available without accepting such releases. These software replacements, subscriptions, upgrades, enhancements, new releases or new versions will include, at no additional charge to the County, all Library profiles and configurations. Hardware and hardware configuration will be certified by the manufacturer and Contractor to ensure that industry best practices and standards are followed.

The Integrated Library System can be upgraded centrally over the network. The Integrated Library System allows new software releases or interim patches to be installed and configured remotely so that upon user login at each workstation, a message is displayed to download the upgrade or patch. The Contractor will approve all operating and security patches to be applied to the Integrated Library System prior to the Library or the Contractor applying the patch.

The support and maintenance services listed in this Article 11.1 include all items listed in Exhibit B Form B-10 and any future Hardware and/or Licensed Software purchased under this Agreement. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

Contractor is responsible for providing minimum and preferred hardware specifications and for certifying that the software functions on the recommended hardware specifications as outlined in Exhibit A, "Scope of Services".

11.2 Warranty. The Contractor will supply an all-inclusive, full parts and labor, five (5)-year manufacturer warranty on all servers purchased, three (3)-year warranty on all storage units, two (2)-year warranty on all UPS Rackmounts and one (1)-year warranty on all purchased Licensed Software. The warranty for Hardware and Licensed Software will commence at Final Acceptance. All provisions of Article 11 herein will apply during the warranty period. Contractor will offer an annual maintenance/service agreement on the Hardware, Licensed Software and components to begin at the conclusion of the warranty period and be available on an annual renewable basis for the life of this Agreement.

11.3 Third-Party Maintenance. Contractor will assume responsibility for continuing support services for all Third-Party Software covered under this Agreement, including the existing Envisionware hardware and Licensed Software, including both the Jamex and Envisionware coin and bill acceptors. The current annual payments by the County for support will be transitioned to the Contactor. Contractor will assume responsibility for continuing support services for all existing Evanced Solutions software. The current annual payments by the County for support will be transitioned to the Contactor.

11.4 Site Manager. During planning and implementation, as well as for the duration of this Agreement, the Contractor will provide a Site Manager, who will be the first and primary point of contact for all issues, support and otherwise, affecting the Library. The Site Manager will facilitate weekly conference calls with Library staff to review and resolve any open issues and will be authorized by the Contractor to bring in appropriate Contractor staff to resolve all open issues. The Site Manager will be the primary point of contact for the Library and will be able to escalate all technical issues when necessary.

11.5 Microsoft Certified Technician. The Contractor will also assign a Microsoft Certified Technician to be part of the support team for the Library.

11.6 Telephone Support. For the term of this Agreement, Contractor shall provide unlimited telephone support for both technical and functional assistance, enhancements and upgrades to the Licensed Software and Documentation or any other issues that the County deems necessary. Telephone support shall be provided in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will contact the Site Manager or the Help desk.

11.7 Service Response Plan

a. Phone Support. Contractor will provide unlimited live telephone support via Contractor's toll-free number (800) 272-3414. Live telephone support will be available 8:30 a.m. to 8:00 p.m., Monday through Friday, Eastern Time.

b. Severity 1 = Critical. For after hours support, Contractor will provide pager support via Contractor's toll free number (800) 272-3414, 24 hours a day, 7 days a week.

c. Severity 2 = Urgent. For after hours support, Contractor will provide pager support via Contractor's toll free number (800) 272-3414, 24 hours a day, 7 days a week.

d. Incident reporting and tracking will be available online or by email 24 hours a day.

e. Contractor will remotely access either by VPN, encrypted connection, or dedicated IP addresses.

f. If required, Contractor shall perform preventive maintenance according to the manufacturer's recommended schedule for hardware and to ensure that problems are detected and corrected before they

affect performance and that all components are adjusted for optimum performance. Contractor performed preventive maintenance on databases and Licensed Software should be scheduled on an as needed basis, with prior notification to the County, to ensure that the ILS is running at optimal performance.

g. All servers and peripheral devices will be serviced on-site by field service technicians based in the service center nearest the Main Library according to the service response time specified herein.

h. While the expectation is that the Licensed Software will normally be serviced by the Contractor remotely, the Contractor understands that should any problems or issues be unable to be resolved remotely, the Contractor would be expected to provide on-site service at no additional cost to the County.

The County will provide a dedicated phone line in Automated Services at the Main Library.

The County acknowledges and understands that the Contractor's ability to respond within the times listed in the table below is dependent on the County's fulfillment of its obligation to provide remote access. Response time targets are measured from receipt of first notification by telephone or e-mail to the Site Manager or other staff member via the toll-free number (800) 272-3414.

Regular Hours are defined as Monday through Friday, 8:30 a.m. to 8:00p.m., Eastern Time.

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects library productivity or operations. A high impact problem which affects the entire Library System.	One (1) Hour	Eight (8) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Twelve (12) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	12 hours	One (1) Week for an acceptable work around until final resolution	Weekly Status Call
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

11.8 Email Support. For the term of this Agreement, Contractor shall provide support via email or phone. The error and priority levels set forth in clause11.7 above and the response times indicated therein are applicable.

11.9 Escalation Process. The Library shall have the names, phone,email, beeper or cell number of three (3) Contractor staff persons that the Library can contact to escalate any critical issues that have not been resolved according to the resolution times specified in 11.7 herein.

The Library and Contractor shall adhere to the deficiency resolution process described below.

Severity Level 1:

1. Contractor shall acknowledge Severity Level 1 incident provided via phone within one hour from the time that the incident was placed. In addition, Contractor shall promptly initiate the following procedures:

   i. assign a senior Help Desk team member to diagnose and determine the course of action to resolve the error, including, as necessary, escalation of the Severity Level 1 error to any available resources within Contractor, such as senior support staff, system engineers, Contractor's management; and

ii. provide ongoing communication on the status of the corrections; commence to develop a workaround or a fix and provide continuous effort until such workaround or fix is available (Contractor will exercise best efforts to resolve the Severity Level 1 incident within eight (8) hours); and

iii. Contractor will provide hourly updates to the County of the Severity Level 1 incident being assigned to the Help Desk team for diagnosis, the Library may contact Contractor personnel to inquire about the status of a resolution of the Severity 1 Incident.

2. Contractor shall provide the best level of effort to correct any Severity Level 1 deficiency. If a deficiency cannot be corrected within specified time as described above, Contractor will communicate with the Library's system administrator, or his/her designee, and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.

3. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the Library's system administrator, or his/her designee, and the parties will work together to define an updated estimate for the time needed for correction.

4. This process will be repeated until the correction is approved by the Library's system administrator.

Severity Level 2

1. Contractor shall provide the best level of effort to correct any Severity Level 2 deficiency. If the deficiency cannot be corrected within specified time, as described above, Contractor will communicate with the Library's system administrator, or his/ her designee, and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.

2. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the Library's system administrator, or his/ her designee, and the parties will work together to define an updated estimate for the time needed for correction.

3. Contractor will provide updates every three (3) hours to the County of the Severity Level 2 incident being assigned to the Help Desk team for diagnosis, the Library may contact Contractor personnel to inquire about the status of a resolution of the Severity 2 Incident.

Severity Level 3:

1. Contractor shall provide the best level of effort to correct any Severity Level 3 deficiency. If the deficiency cannot be corrected within specified time, as described above, Contractor will communicate with the Library's system administrator and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.

2. In the event the deficiency cannot be corrected within the estimated time, Polaris will immediately notify the Library's system administrator and the parties will work together to define an updated estimate for the time needed for correction.

3. This process will be repeated until the correction is approved by the Library's system administrator.

Severity Level 4:

Contractor shall upon identification or notification by the Library's system administrator, correct all Severity Level 4 deficiency(ies) by the earlier of (a) the next Version Release or (b) twelve (12) months from the Library's report of such deficiency to Contractor. Contractor will provide a work around as defined in the table above.

11.10 In the event that Contractor fails to resolve any issue with regards to Severity 1, 2,3 or 4, the County, at its option, may hold Contractor in default as per Article 40, "Event of Default" and Article 41,"Notice of Default- Opportunity to Cure/Termination" and Article 42, "Remedies in the Event of Default."

11.11 Contractor and the Library will mutually agree upon a schedule for implementing Licensed Software updates. Contractor will assume responsibility for updates to the server(s) and the client workstations. All mandatory Licensed Software updates must be installed within 18 months of their release to guarantee proper program performance and continued support. Failure, in whole and without cause, by the County to allow the Contractor to install Licensed Software updates within the 18 month time frame may result in the increase of program service and maintenance fees where appropriate.

11.12 Payments. Any and all support and maintenance services under this Agreement, including any optional services exercised, shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Exhibit B Forms, "Price Schedule."

11.13 Severity Level 1 Performance Penalty. Contractor's failure to meet the response time, resolution time, and/or status frequency updates will result in a penalty of five hundred dollars ($500.00) per day for each day, or portion thereof, the Severity Level 1 deficiency(ies) continues beyond the timeframe required for resolution thereof under Article 11.7 of this Agreement.

11.14 Severity Level 2 Performance Penalty. Contractor's failure to meet the response time, resolution time, and/or status frequency updates will result in a penalty of three hundred dollars ($300.00) per day for each day, or portion thereof, the Severity Level 2 deficiency(ies) continues beyond the timeframe required for resolution thereof under Article 11.7 of this Agreement.

11.15 If during any calendar month, three (3) or more Levels 1 and/or 2 deficiencies occur, then County may, in its sole discretion, assess a penalty in an amount equal to one third (1/3) of the prorated monthly maintenance fees.

ARTICLE 12. FUNCTIONALLY EQUIVALENT SOFTWARE

For as long as the County remains current on Support and/or the service fees for the Licensed Software , the Contractor is obligated to provide maintenance and support pursuant to the contract. In the event that Contractor should wish to discontinue maintenance and support of the then current version of the Licensed Software as set-forth in Exhibit A, "Scope of Services" or any amendment thereto, and as long as the County is current on Support, Contractor shall be required to provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Contractor customers of the Licensed Software current on Support, which shall replace the previous version and perform the functions described in Exhibit A, "Scope of Services" or any amendment thereto, and to support and maintain such new version of the License Software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Support fees.

In the case that Contractor is providing Support of the then current version of the License Software being used by the County, Contractor shall only provide any new version of the License Software if the County is current on Support and there are no outstanding account receivables and the new License Software is generally made available to all Contractor's customers current on Support. Any License Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein.

In the event of a conflict between this Article 12 and any other Articles contained within this Agreement, this Article 12 will prevail.

ARTICLE 13. PRICING

Except as otherwise set forth in this Agreement, prices shall remain as stated in this Agreement for the initial five (5) year term of the Contract, including pricing as described in Exhibit B Forms, "Price Schedules." 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. However, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

Contractor agrees that any renewal of the Services after the expiration of the last option to renew year, either through the extension of this Agreement or the issuance of a replacement Agreement, will be at a price not to exceed a four (4) percent per annum escalation over the previous year's actual hourly rate/price/fees specified or paid.

ARTICLE 14. CONSORTIA CLAUSE

Under the license, the County, in the event it enters into consortia or similar arrangements, with other libraries, shall have the right to use this Integrated Library System or share use of the Integrated Library System with other libraries in the consortia. Additional costs, if any, to the County for shared use shall be based on the addition of hardware, database conversion services, software set-up fees and installation services as needed.

ARTICLE 15. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager for each area:

Miami-Dade County
Public Library System
101 West Flagler Street
Miami, FL 33130

Attention: Georgina Del Valle
Phone: 305-375-3660
Fax: 305-372-6381
E-mail: delvalleg@mdpls.org

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Julian R. Manduley
Phone: (305) 375- 2179
Fax: (305) 375- 5688
E-Mail: jmandul@miamidade.gov.

(2) To the Contractor:

Polaris Library Systems
103 Commerce Blvd., Suite A
Liverpool, NY 13088

Attention: Alastair Cameron
Phone: (800) 272-3414, Ext. 4514

Fax: (315) 457-5883
E-mail: alastair.cameron@polarislibrary.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 16. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted

such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Exhibit B Forms, "Price Schedule". The County shall have no obligation to pay the Contractor any additional sum in excess of what is stated in Exhibit B Forms, "Price Schedule", except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

16.1 License Fee. In consideration of the license rights granted in Article 6 above, the County shall pay the applicable Software License Fees or other consideration for the Licensed Software and Documentation as set forth on Exhibit B Forms, "Price Schedule." All amounts payable hereunder by the County shall be payable on an annual basis or as they become due. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

16.2 Hardware. County agrees to pay to Contractor the amounts set forth in this Agreement for the Hardware costs thereof associated with the completion of the work detailed in Exhibit B Forms, "Price Schedule."

16.3 Professional Services. County agrees to pay to Contractor the amounts set forth in this Agreement for the implementation and related costs thereof associated with the completion of the work detailed in Exhibit B Forms, "Price Schedule."

16.4 Fixed Pricing. Prices shall be in accordance with Article 13, "Pricing."; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

16.5 Data Extraction. The Library can extract its data at any time at no additional cost to the County.

16.6 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or the arbitrator, not later that sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Library System
101 West Flagler
Miami, FL 33130
Attention: Accounts Payable, Business Office

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

16.7 Payment Schedule. County will pay Contractor in accordance with the Payment Schedule listed below. The deliverables for Milestones 1, 2, 3 and 4 are detailed in Exhibit A, "Scope of Services".

Payment Schedule

Milestone	Total Amount Due
Central Site Hardware and Software Delivery	$203,388
Milestone #1 – Phase 1,	$203,388
Milestone #2 – Phase 2,	$203,389
Milestone #3 – Phase 3,	$203,389
Milestone #4 – Final Acceptance of the ILS software	$203,389
Cash Registers Envisionware	$160,530
Disaster Recovery	$38,341
Grand Total	**$1,215,814**

ARTICLE 17. METHOD AND TIMES OF PAYMENT

For Services not covered by Section 16.6 of this Agreement, the Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Exhibit B Forms, "Price Schedule." All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Library System
101 West Flagler
Miami, FL 33130
Attention: Accounts Payable, Business Office

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 18. PURCHASE OF OTHER ITEMS NOT LISTED BASED ON PRICE QUOTES

While the County has listed all major items on the solicitation which are utilized by Miami-Dade Public Library System in conjunction with its operations, there may be ancillary items that must be purchased by the Library during the term of this Agreement. Under these circumstances, a Library representative will contact the primary vendor to obtain a price quote for the ancillary items for those items that are not listed in Exhibit B Forms, "Price Schedule." The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

ARTICLE 19. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

ARTICLE 20. MANNER OF PERFORMANCE

20.1 The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel, including subcontractors employees, if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position. The Contractor agrees that such removal of any of its employees, including subcontractors, does not require the termination or demotion of any employee or subcontractor by the Contractor.

20.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

20.3 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

20.4 The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

20.5 The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 21. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 22. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

23.1 The Contractor must seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

23.2 In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

23.3 The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the County and the Contractor reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 24. MUTUAL OBLIGATIONS

24.1 This Agreement, including attachments and Appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

24.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third-party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

24.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 25. DELIVERY AND INSTALLATION

25.1 All Licensed Software, Hardware, and/or Deliverables the County ordered shall be delivered F.O.B. inside delivery destination, freight, prepaid and allowed. Inside delivery is required to the 3rd floor, Automated Services storage area. Loading dock is under roof. Delivery truck must have lift gate. Delivery truck must not exceed 12' 9" high when empty. Semi-trailers will not fit under roof. Deliveries must occur between 8 am – 3 pm Monday through Friday.

25.2 If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Licensed Software and/or Hardware Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Licensed Software, Hardware, and/or Deliverable or may accept any item of Licensed Software, Hardware, and/or Deliverable and reject the balance of the delivered Licensed Software, Hardware, and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver replacement Licensed Software, Hardware, and/or Deliverables for such items of rejected Deliverables, Hardware, and/or Licensed Software within fifteen (15) Days of Contractor's receipt of the County's rejection notice.

25.3 The County may delay delivery of ordered Licensed Software, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Licensed Software and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the notice of the County's desire to delay delivery.

25.4 The Contractor shall deliver all ordered Licensed Software and/or Deliverables no later than thirty (30) days from the order date.

25.5 The Contractor shall bear the risk of loss or damage to delivered Licensed Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance Tests, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

25.6 All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Licensed Software is in good working order and ready for use by the Installation Date set forth in Exhibit A, "Scope of Services."

i. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.

ii. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, for the Hardware, including the Existing Hardware in Form B-3, and Licensed Software, but not limited to, the following: (a) receipt and inventorying of materials; (b) unloading and uncrating of all Equipment and Licensed Software; (c) running of cables; (d) installation and testing of

batteries, chargers and power boards; (e) running of power cables; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Contractor's compliance with this Article 25, "Delivery and Installation."

iii. All cabling provided by Contractor shall be neatly laced, as applicable, dressed, sheathed and adequately supported. When required by local codes, Contractor agrees to provide cables with a flame resistant sheath. All cabling outside any room in which Hardware is located shall be connected in conduits, raceways or runways unless otherwise agreed to in writing by the County. If required by any applicable federal, state or local laws or codes, Contractor shall ensure that all items of Hardware are firmly held in place in a manner so as to protect such Hardware from seismic shock. In this regard, Contractor agrees to provide fastenings and supports adequate to support Equipment loads with an ample safety margin.

25.7 Installation testing shall consist of the tests described in Article 33, "Tests" of this Agreement and Exhibit A, "Scope of Services." The purpose of these tests is to demonstrate the complete operability of the System in conformance with the requirements of this Agreement and Exhibit A, "Scope of Services." This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating System performance.

ARTICLE 26. REVIEWING DELIVERABLES

26.1 The Contractor agrees to submit all deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in Exhibit A, "Scope of Services" and as specified herein. The Contractor understands that the County shall have the final approval on all deliverables.

26.2 In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with either:

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

26.3 Furthermore:

i. For each Deliverable made hereunder, the County shall have thirty (30) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

ii. Unless an extension of time has been granted by the County pursuant to Article 36,"Force Majeure" within ten (10) business days after receipt of the County's notification of "disapproval," the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

iii. If after the second review period, the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to either:

a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.

26.4 The County shall have the right to approve or accept part of any deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to a correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 27. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Exhibit A, "Scope of Services." The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 28. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 29. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing at least ten (10) business days prior to effecting such substitution.

ARTICLE 30. SUBCONTRACTUAL RELATIONS

30.1 If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

30.2 The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

30.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

30.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

30.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 31. NONASSIGNABILITY

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County except that Contractor may assign this Agreement to a buyer of all or substantially all of the assets of Contractor.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 32. WARRANTIES

32.1The Contractor warrants that (i) all Licensed Software provided by the Contractor under this Agreement will be of a compiled high level language that is commercially available and for which software tools are available; (ii) the Licensed Software shall be capable of being copied by the County; (iii) the Licensed Software shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and Exhibit A, "Scope of Services;" and (iv) the Licensed Software and function thereof shall be capable of operating fully and correctly on the combination of the Equipment and Software furnished by the County or the Contractor and in the Library Operating Environment.

32.2 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to all Licensed Software covered under this Agreement, and all portions thereof, or otherwise have the right to grant to the County the licenses provided in Articles 6, and 7 "Software Grant of Rights", "Delivery and Acceptance", hereof, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein. With the prior approval of the Contractor whose approval will not be unreasonably withheld, the Contractor further represents and warrants that the County has the right to modify the Licensed Software as defined in Article 6 "Software Grant of Rights" hereof, for the County's use. The Contractor shall require that all suppliers of third-party software hereunder furnish to the County the foregoing warranties of ownership with respect to the third-party software.

32.3 Limited Warranty. Contractor represents and warrants to the County that the Software, will perform as described in Contractor's Documentation for such Software for and in accordance to the requirements set forth in this Agreement and Exhibit A, "Scope of Services." for a period of one year from the date of Final Acceptance and so long as the County purchases software maintenance and support.

32.4 Hardware. Contractor warrants that all of the Hardware described in Appendix A, "Scope of Services" will be delivered new and not as used equipment unless the fact that the equipment is used has been disclosed to and approved by the County.

32.5 Warranty. Contractor warrants that the Licensed Software and all Hardware shall be maintained by the Contractor at the Contractor's expense from installation through a period of one (1) year after Final Acceptance.

32.6 Limitations. Notwithstanding the warranty provisions set forth in Section 32.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Licensed Software and Hardware in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Licensed Software or Hardware which are the result of accident, abuse, misapplication, or extreme power surge.

32.7 Contractor's Sole Remedy. In the event the Licensed Software or Hardware does not satisfy the conditions of performance set forth in this Agreement, Exhibit A, "Scope of Services" and Contractor's Proposal, the Contractor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the price paid for the Licensed Software or (b) repair or replacement of the Licensed Software and/or Hardware; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Licensed Software and/or Hardware will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

32.8 The Contractor warrants that at the time of Final Acceptance, the System will function as a fully compatible and integrated unit. The System includes, but is not limited to, all Third-Party software, Hardware and Services provided as part of this Agreement.

32.9 The Contractor warrants that at the time of Final Acceptance and during the warranty period and the period for which the County is paying maintenance, all individual components of the System, as well as the Integrated Library System as an integrated unit, will function as proposed by the Contractor and with uninterrupted compatibility and operate together. Except for any major errors that impact the operability, including the functionality of the Licensed Software, Contractor does not warrant that the operation of the Licensed Software will be uninterrupted or error-free or that all defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Contractor does not warrant that the Licensed Software or any Hardware, system or network on which the Licensed Software is used will be free of vulnerability to intrusion or attack as long as the Integrated Library System does not contribute in whole or in part to the vulnerability of the Library Computer Network. The Contractor shall pass through to the County all warranties provided to the Contractor by all suppliers providing components for the System. The Licensed Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement, (iii) meet all of the performance standards set forth in Exhibit A, "Scope of Services" and Contractor's Proposal.

32.10 Limitation of Liability. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE, OPERATION, OR MODIFICATION OF THE SYSTEM BY THE COUNTY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, UNLESS THE CONTRACTOR HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES

i. Any provision herein to the contrary notwithstanding, the maximum liability of Contractor to any person, firm or corporation whatsoever arising out of or in connection with the work performed under this Agreement, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Contractor by the County under this Agreement.

ARTICLE 33. TESTS

33.1 Network and Transaction Load Test. Contractor shall conduct a mutually agreed upon Network and Transaction Load Test as described in Exhibit D "ILS Network & Transaction Load Test and Acceptance Tests", which simulates the volume of transactions across multiple sites for a library the size of Miami-Dade Public Library System, within one hundred and twenty-six (126) days of the signing of this Agreement in order to assess the ability of the Library's Computer Network to support the Integrated Library System and the ability of the Integrated Library System to handle the Library's Transaction Load. The results of this Network and Transaction Load Test shall be documented and delivered to the County within ten (10) days following the test. Contractor will either stipulate that the Library Computer Network is adequate to support the System or identify, and provide costs to remediate, any deficiencies in the network. Should there be deficiencies in the Library Computer Network, the County has the option of upgrading the network or withdrawing from this contract at no expense to the County. In addition, Contractor will either stipulate that the System can handle the Library's current and five-year projected transaction load or the County may, at its sole discretion, offer the Contractor an opportunity to correct the System and retest or withdraw from the Contract at no expense to the County.

33.2 Final Acceptance. Prior to Final Acceptance, the System must pass the following mutually agreed upon Tests as described in Exhibit D "ILS Network & Transaction Load Test and Acceptance Tests": Hardware Functionality, Data Load, Module Functionality, Third-Party Integration, Reliability and Response Time Tests. Final Acceptance will be dependent upon a fully functioning System as specified in this Agreement and Exhibit A, "Scope of Services."

33.3 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.

ARTICLE 34. SERVICE AVAILABILITY

The System should operate in a normal operating environment with a performance reliability level of at least 99.9% Reliability shall be determined by deducting downtime from the total number of hours that County operates the System. Downtime is defined as that period of time when it is not possible to perform scheduled activities due to a Hardware or Software malfunction or the System is being released to contractor for remedial maintenance. Downtime shall be calculated to the nearest one-tenth (1/10) of an hour and calculated as a percentage of a 24-hour day.

Uptime. Contractor agrees to an uptime performance of 99.9% calculated on a monthly basis excluding any event or condition not caused in whole or in part by the Contractor, including but not limited to: power, air conditioning, Internet failure, and scheduled maintenance. In the event that Contractor fails to meet the 99.9% performance target, Contractor will incur a penalty payable to the County in the n amount of $5,000 for each month. County agrees to provide Contractor the opportunity to recover the penalty incurred by meeting or exceeding the 99.9% target for three consecutive months and by meeting or exceeding the 99.9% target over the course of a 12 months period which such period will be coterminous with the maintenance support period.

ARTICLE 35. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 36. FORCE MAJEURE

36.1 Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence

or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.

36.2 In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in subsection a) above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 37. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 36, "Force Majeure" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one time period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 38. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 39. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

39.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

39.2 The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

39.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

39.4 In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

39.5 All compensation pursuant to this Article are subject to audit.

ARTICLE 40. EVENT OF DEFAULT

40.1 An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under Article 40.2;

vii. the Contractor has failed in the representation of any warranties stated herein.

40.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

40.3 In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 41. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 42. REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default, the County shall have the right to complete the Work with its own forces and/or with other contractors. The County, as part of its right to complete the Work, may take possession of and use any or all of the materials, supplies, and property of every kind to which it obtains title under this Agreement, provided, purchased, maintained, leased, owned, rented by the Contractor including but not limited to third-parties, and/or procure other materials, plant, tools, equipment, supplies, and property for the completion of the Work.

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

i. lost revenues;

ii. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

iii. such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 43. THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES

The County may avail itself of each and every remedy herein specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the County, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise , at the same time or thereafter, any other remedy. The County's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

ARTICLE 44. NO DEFAULT

The Contractor represents and warrants that the Contractor is not in arrears to the County and is not a defaulter as a surety or otherwise upon any obligation to the County. In addition, the Contractor warrants that the Contractor has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local governmental entity in the State of Florida, or a public authority in the State of Florida, the Federal Government or any state/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Contractor's responsibility or qualification to receive public agreements. The Contractor considers this warranty as stated in this Article to be a continual obligation and shall inform the County of any change during the term of this Agreement.

ARTICLE 45. NO THIRD-PARTY LIABILITY

Unless otherwise noted herein, nothing provided herein shall create any rights in any third-party as provided in this Agreement or any obligation on the part of the County to any third-party.

ARTICLE 46. AGREEMENT LIMITING TIME IN WHICH TO BRING AN ACTION AGAINST THE COUNTY

In the event that the Contractor may be deemed to have cause of action against the County, no action shall lie or be maintained by the Contractor against the County upon any claim arising out of or based upon this Contract or by reason of any act or omission of requirement of the County or its agents, unless such action shall be commenced within six (6) months after the date of issuance of the Final Payment, (or if the Final Payment has not been issued, within six months of substantial completion of the Work) or upon any claim relating to monies required to be retained for any period after the issuance of said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement, or if this Agreement is terminated or declared abandoned under the provisions of this Agreement unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the County.

ARTICLE 47. DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating hereto or to the Services hereunder, except as expressly provided herein, the Contractor shall diligently render to the County, after additional compensation is mutually agreed upon, any and all assistance which the County may require of the Contractor.

ARTICLE 48. PATENT AND COPYRIGHT INDEMNIFICATION

48.1 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Hardware, programs, documentation, License Software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

48.2 The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

48.3 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

48.4 The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

48.5 The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

This Article 48 is exempt from any limitation of liability referenced within this Agreement including those listed in Article 32.10 and in the event of a conflict, this Article 48 will prevail.

ARTICLE 49. CONFIDENTIALITY

49.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Not withstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

49.2 Acknowledgement. County hereby acknowledges and agrees that the equipment and associated software constitute and contain proprietary products and trade secrets of the Contractor embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

i. All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.

ii. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

49.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

49.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article 49 damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

49.5 Survival. Licensee's obligations under this Article 49 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 50. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third-party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 51. PROPRIETARY RIGHTS

51.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

51.2 All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall remain the property of the Contractor . The Contractor shall provide an Enterprise, perpetual License to use such developed works at no additional cost.

51.3 Except as otherwise provided in subsections 51.1 and 51.2, above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been adapted to satisfy the performance criteria set forth in Exhibit A, "Scope of Services." Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, an Enterprise, perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 52. BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade

County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 53. CONFLICT OF INTEREST

The Contractor represents that:

53.1 No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

53.2 There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

53.3 Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

53.4 The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

53.5 In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 54. INSPECTOR GENERAL REVIEWS

54.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for

inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

54.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

54.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

54.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

i. Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 55. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

55.1 Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

55.2 Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

55.3 Environmental Protection Agency (EPA), as applicable to this Contract.

55.4 Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

i. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

ii. Miami-Dade County Code Section 10-38 "Debarment".

iii. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

iv. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 56. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE57. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

57.1 Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

57.2 Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

57.3 Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 58. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 59. GOVERNING LAW

This Contract, including Appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence, or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 60. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service during the year.

ARTICLE 61. COUNTY USER ACCESS PROGRAM (UAP)

61.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

61.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in

this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

61.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 40 of this Contract.

ARTICLE 62. SOFTWARE SOURCE CODE ESCROW AGREEMENT

The County and the awarded Contractor will enter into a source code escrow agreement in the form attached hereto as Exhibit E, "Escrow Agreement" with Iron Mountain Intellectual Property Management, Inc. with respect to the Licensed Software. Pursuant to such agreement, within thirty (30) days following payment in full of the License Fees, the awarded Contractor will deposit with the Escrow Agent one copy each of: (a) the commented source code to all Licensed Software furnished to the County; and (b) all Specifications, SRS Documents, technical documentation, and such other materials pertaining to the Licensed Software as the County would reasonably require in order to configure, install, modify and support the Licensed Software in the event that the County will become entitled to do so under the source code escrow agreement.

62.1 Updates and Verification. The awarded Contractor will update the Escrow deposit on at least a bi-annual basis and always upon the release of a new version of the Licensed Software. The Contractor will provide the County with thirty (30) days notice prior to updating the escrow deposit. The County shall have the right, at the County's expense, to be present at the Contractor's facility to verify the creation and viability of the escrowed materials. Additionally, upon the request of the County (which in any event cannot occur more than one time per year), the County shall have the right, at the County's expense, to require the Contractor to build, at its facility a current release of the Licensed Software to verify the viability of the materials then in Escrow.

62.2 Fee. The annual fees of the Escrow Agreement will be paid by the County commencing at Final Acceptance and renewed annually thereafter.

62.3 License for Use of Escrowed Material. If material deposited in Escrow is released to the County pursuant to such Escrow Agreement, the County is hereby granted the right and license, to make use of such material, utilizing the services of such employees and outside consultants as it may require notwithstanding any Agreement Contractor may have with its employees and consultants, to do all things reasonably necessary to perform such maintenance, support, modification and enhancement of the Licensed Software as Contractor was obligated but failed to provide under this Agreement or any other agreement between the Contractor and the County for the purpose of delivery of services by the County, or other governmental entities in a contractual relationship with the County, to citizens of the County, users of County services, or citizens or users of services of said other governmental entities.

ARTICLE 63. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 64. OWNERSHIP OF DATA

Contractor acknowledges the County's ownership of the various databases installed upon the System. Upon termination of this Contract by the County or upon conclusion of the Contract term, Contractor agrees to assist the County in extracting all County-owned data from the System. Such assistance shall include personnel time and Contractor's best efforts, provision of documentation regarding the format and contents of the extracted data, verification, verification that the extracted data is complete and in a form suitable for use by the County, and other assistance necessary for the extraction of data.

Such assistance shall be provided by Contractor at no charge to the County if termination of this Contract by the County comes as a direct result of a breach, by Contractor, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Contractor shall be entitled to charge the County in accordance with the terms of this Agreement including Form 11-A for data extraction services, including any actual expenses for travel to the County in accordance with Article 16. The data shall include all contents of all files created, maintained, and owned by the County, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the County. Wherever standards such as MARC exist for the format of that data, Contractor will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Contractor in the event of any legal proceeding initiated by either party.

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Such assistance shall be provided by Contractor at no charge to the County if termination of this Contract by the County comes as a direct result of a breach, by Contractor, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Contractor shall be entitled to charge the County in accordance with the terms of this Agreement including Form 11-A for data extraction services, including any actual expenses for travel to the County in accordance with Article 16. The data shall include all contents of all files created, maintained, and owned by the County, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the County. Wherever standards such as MARC exist for the format of that data, Contractor will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Contractor in the event of any legal proceeding initiated by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: William Schickling	Name: _____
Title: President	Title: _____
Date: 3-23-09	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

ATTACHMENTS

Exhibit A
Scope of Services

SCOPE OF SERVICES

This Scope of Services (SOS) covers the provision of a robust, commercially available, next-generation Integrated Library System (ILS), which is configured to accommodate up to twenty (20) million annual transactions to replace the Miami-Dade Public Library System's (MDPLS) existing legacy ILS. The Polaris ILS shall be installed and operate on the Operating Environment as specified herein. Contractor will provide:

- application software for public and staff use, to include an Enterprise License for staff modules and OPAC users
- any needed hardware, including all necessary power cables and dual network interface cards/ports
- configuration, staging, and implementation of all hardware/software
- implementation and planning
- data extraction and migration
- preparation and loading of the databases
- integration services
- professional services
- training and documentation
- software/hardware maintenance
- support for both a production and training/testing environment
- hardware and software for disaster recovery
- Load and Transaction Test
- Acceptance Testing
- An ILS which is in full compliance with the following standards: MARC21, USMARC, Dublin Core, ANSI/NISO, CODABAR, UPC, X12, Unicode support to use standard Microsoft Windows input devices, SIP/SIPII/NCIP, XML, JAVA, Metadata standards

Interfaces between Polaris and the following third party products and systems will be included in this project:

- Envisionware
- Envisionware Point of Sale (POS)
- ETSD address verification service

- County payment management system
- 3M self-check
- Librarything
- Syndetics enhanced content
- Nextreads
- Evanced
- UMS collection agency
- EDI to Baker & Taylor, BWI, Brodart, Midwest Tape, and Ingram

1.1 DESCRIPTION OF PROJECT PHASES AND MILESTONES

PHASE	STAGE DESCRIPTION	DURATION
I	• Contract approval • Project initiation • Specification of custom programming • Purchase, configuration, delivery, and installation of Polaris ILS servers and hardware • System configuration profiling • Data migration mapping • First test data load • Network load test • Training facility preparation • Workflow consultation	Weeks 1 – 18
II	• System administration "train the trainer" training, conducted by Polaris Library Systems • Patron services training "train the trainer" training, conducted by Polaris Library Systems • Technical services "train the trainer" training, provided by Polaris library systems • Configuration of electronic ordering • Staff training conducted by the Library • Second test data load	Weeks 19 – 44
III	• Integration testing of all third party applications • Client software deployment • Pre-production testing • Production data load • Go-Live	Weeks 42 – 46
IV	• Acceptance tests • Final acceptance • Transition to Support	Weeks 18 – 58
V	• E-Commerce • Envisionware POS-cash register • Interface to city payment manager system • Interface to ETSD address verification system • Disaster recovery site • Additional custom development	Weeks TBD - TBD

1.2 DETAILED SPECIFICATION OF TASKS BY PROJECT PHASE

1.0: PHASE ONE

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
1.1	Project Administration		Library		
1.1.1	Contract finalized and approved by Board		Library	1	1
1.1.2	Assign Project Implementation Team	Assign Project Implementation Team which consists of Implementation Manager- responsible for implementing the Project Plan, Data Migration Specialist, Site Manager – stays with the Library after implementation process, Microsoft Certified Technician	Polaris	1	1
1.1.3	Project Kickoff	Initial teleconference to discuss project timeline, responsibilities, team members, team assignments, communications, the implementation process, review site readiness plan, and discuss project risks and plans to manage these risks. Deliverable: Finalized Implementation Schedule; Contact information for Project Implementation Team; Finalized Site Readiness Plan; Project Risks List with staff assigned to manage these risks	Polaris/Library	1	1
1.1.4	Facilitate Weekly Conference Calls	Facilitate weekly conference calls with the Library to review the status of projects and discuss and resolve areas of concern and /or risks. Deliverable: Status Reports After each Call			
1.1.5	Send implementation materials to Library		Polaris	2	2
1.1.6	Deliver Documentation	As specified in Form B-5 herein. Contractor authorizes County to revise as needed and post the documentation on the Library's Internal Network and to reproduce paper copies as needed.	Polaris	2	2

1.1.7	Network load test transaction profile	Library provides transaction profile for network load test to Polaris Library Systems as a prerequisite for Polaris beginning development of Network Load Test software, data, and scenarios	Library	1	3
1.1.8	Specification of custom programming	• To make new items that are checked in using circulation automatically received in acquisitions • To allow for patron ratings in homebound • Automatically charge fee for borrower by mail • Using selection lists in acquisitions	Polaris/Library	1	4
1.1.8.1	Specification of new functionality	Development of written specifications for custom programming, through interviews with key MDPLS staff. This includes: • Librarything • Spanish and French IVR • Text Messaging • Merging Patron records • Allowing certain fields to be unique in Circulation and Acquisitions • Creating a message for patrons • OPAC on PDA	Polaris/Library	1	4
1.1.8.2	Software development and testing	Coding, testing, and deployment of custom programming identified in Task 1.1.8.1.	Polaris	4	40
1.1.9	Implementation visit	3 days on site to discuss the implementation process, including the logistics of receiving and swapping out the old hardware in Automated Services at Main Library; policy file creation; data migration issues, including data mapping; project planning, and staff client system administration. Polaris staff will provide advice on all options and parameters the Library has available for use in the software and provide assistance in setting all parameters. The implementation site visit requires the participation of the library system administrator(s) as well as representatives from each of the library's	Polaris/Library	4	4

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		administrative units involved or affected by the implementation of Polaris ILS. Deliverable: Data Extraction and Conversion Plan			
1.1.10	Library works on profiles		Library	4	7
1.1.11	Library delivers profiles to Polaris		Library	7	7
1.1.12	Profile input		Polaris	7	8
1.1.13	Profile review and signoff		Library	8	8
1.2	**Hardware Install/Delivery**		Polaris		
1.2.1	HW/SW Purchase/Delivery to Syracuse	Ordering and delivery of the following hardware and software components to Polaris Library Systems' facility in Syracuse, NY,in accordance with configuration specified in B-2 herein. • Production Server/Application Server • Test/Training Server • WebPortal/PAC Servers • Interactive Voice Notification Server • Terminal Servers • Digital Media Management Server • Reports Writing Server • Storage Area Network(EMC CX4 Model 120 Storage System and PowerVault 114T LTO-3 External Tape Unit) • Digital Media Server • Power cords • Dual Network switches • Dual Network/Fibrechannel cables • Operating systems for all servers	Polaris	1	4
1.2.2	HW/SW Staging in Syracuse	Installation and configuration of software, including enterprise staff and OPAC licenses, specified in Form B-4 herein, including: • Operating systems/networking/ database management software	Polaris	5	5

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		• SAN • Polaris ILS Server including OPAC, Staff Searching, Circulation and Backup Circulation, Cataloging and Authority Control, Serials, Acquisitions, Homebound, Media Scheduling, Inventory • SimplyReports (site license) • Spanish language interface to PAC (site license) • Haitian Creole language interface to PAC (site license) • Homebound (Outreach) Services (site license) • Interactive Voice Notification (site license) • Collection Agency interface to Unique Management (site license) • Self-Check Interface (site license) • Envisionware Interface • Evanced Solutions Interface • NextReads Interface • Z39.50 • Syndetics Enhanced Datacontent • RSS Feed • Metasearching • Polaris Fusion Digital Collection Management (site license) • URL Detective (site license) • EDI for 5 vendors • API for PAC • Serials Prediction Pattern Templates • Interactive Voice Notification • E-mail Notification • Data Mailer • Other messaging • Electronic Payment Patrons and Staff • PDA Interface for Circ • Remote Patron Authentication • Bookmobile • Interlibrary Loan			

		• Bulk e-mail • Security alert • Secure Socket Layer • Data subscription services			
1.2.3	System Config/Test	Configuration and testing of complete server hardware and software configuration, including operating system, database management system, and Polaris ILS software.	Polaris	6	11
1.2.4	Deinstall/Ship/Install at Miami-Dade	Deinstallation of all hardware components, shipping and delivery to server facility at Miami-Dade Public Library, and on-site physical installation of servers and related hardware into racks. Form B-5 herein. Re-configuring, staging, and implementing software on existing hardware specified on Form B-3 herein.	Polaris	12	14
1.2.5	Network/Integration Testing	Testing server network connections	Polaris	15	18
1.2.6	Site Prep	Library completes configuration of power, cooling, rack configuration, and other site readiness tasks in preparation for arrival of servers	Library	1	11
1.3	**First Test Data Load**				
1.3.1	Data Report before extraction and migration	Deliverable: Comprehensive report before data migration to provide a full picture of the number and types of records	Polaris/Library	4	4
1.3.2	Data pull #1		Polaris	5	5
1.3.3	Data mapping for first data load		Polaris/Library	6	7
1.3.4	Data mapping review and signoff	Validation of data mapping and signoff	Polaris/Library	8	8
1.3.5	Load, index, link data from data pull #1		Polaris	8	9
1.3.6	Onsite Profile/Data Review Visit (2 days)	2 days on-site visit, to provide guidance and interactive assistance in reviewing the results of the test data loads. The legacy data will be retained for at least one (1) year after GoLive in order to ensure that any missing data can be retrieved and loaded.	Polaris/Library	10	10
1.3.7	Data Report after extraction and migration	Deliverable: Comprehensive report after data migration to provide a full picture of the number and types of records	Polaris/Library	10	10
1.3.8	Library review of profile and first data load		Library	11	12

1.4	**Network Load Test**				
1.4.1	Load test software development		Polaris	2	13
1.4.2	Load test scenario development		Polaris/Library	8	12
1.4.3	Load test data preparation		Polaris	8	12
1.4.4	Load test workstation setup		Polaris/Library	11	12
1.4.5	Load test measurement tool installation and testing		Polaris	12	12
1.4.6	Library completes network upgrade		Library	12	12
1.4.7	Load test execution		Polaris/Library	16	17
1.4.8	Load test results reporting		Polaris	17	18
1.5	Workflow Consultation, Tech Services	8 days on-site Technical Services workflow analysis covering the following subsystems: • Acquisitions • Serials • Cataloging	Polaris/Library	10	11
1.6	**Training facility preparation**				
1.6.1	Workstation setup		Library	10	10
1.6.2	Client installation		Library	10	10
1.6.3	Workstation table setup (load test)		Polaris	10	10
1.6.4	User setup (load test)		Polaris	10	10
1.6.5	Permission group entry (load test)		Polaris	10	10
1.6.6	Restage for training (users, workstations, permission groups)	After completion of network load test	Polaris/Library	18	18

2.0: PHASE TWO

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
2.1	**Training, System Administration**	Polaris system administration training as specified in Form B-6 herein			
2.1.1	Training, System Admin, Session #1	Training for Automated Services Director, ILS Group (3 days on site)	Polaris/Library	20	20
2.1.2	Training, System Admin, Session #2	Training for Network Group, Technicians (2 days on site)	Polaris/Library	21	21
2.1.3	Training, System Admin, Session #3	Training for Web/Programmers (1 day on site), to cover the Polaris PAC API	Polaris/Library	21	21
2.2	**Second Test Data Load**				
2.2.1	Data pull #2	Data extracted from the legacy ILS, including the following: • Bibliographic records (titles)- MARC and Non-MARC • Authority records • Item records (copies) • Patron records • Circulation transaction records- Existing circulation transactions will maintain the original dates, not be reset to the date of the data load o Charges o Fines o Fees o Bills o Reserves (holds) o Patron Account information o Messages • Serial holdings, issue items, vendors, checkin,	Polaris	22	22

		Mapping of serials patterns to Polaris Serials Prediction Pattern Templates
		• Acquisition records including only the following:
		  o On-order item records
		  o Vendor records
		  o PO numbers to be embedded in on-order item records
		• Homebound customer records, reading logs/history and ratings
		• Form B-5 herein.			

2.2.2	Load, index, link data from data pull #2	Mapping and loading of all data elements extracted from the legacy ILS into the Polaris ILS	Polaris	23	24
2.2.3	Library review of second data load	Review of data mappings and profile settings	Library	25	26
2.3.4	EDI Setup	Setup and configuration of electronic ordering with the following five vendors • Baker & Taylor • BWI • Brodart • Midwest Tape • Ingram	Polaris	27	27
2.6	**Training, Patron Services**	Polaris ILS application training as specified in Form B-6 of the RFP response. 10 days on-site training covering the following subsystems: • PAC • Patron Services • Cataloging • Digital Media Management (Fusion), PAC portion			
2.6.1	Training, Patron Services, Session 1	5 days on site, up to 15 trainees	Polaris/Library	26	26
2.6.2	Training, Patron Services, Session 2	5 days on site, up to 15 trainees	Polaris/Library	26	26

2.7	**Training, Technical Services**	Polaris ILS application training as specified in Form B-6 herein. 8 days on-site training covering the following subsystems: • Acquisitions • Serials • Digital Media Management (Fusion), Staff portion			
2.7.1	Training, Tech Services, Session 1	4 days on site, up to 15 trainees	Polaris/Library	27	27
2.7.2	Training, Tech Services, Session 2	4 days on site, up to 15 trainees	Polaris/Library	28	28
2.8	Training, Remaining Library Staff	Training of all remaining staff, to be conducted by the Library	Library	29	44

3.0: PHASE THREE

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
3.2	Cluster failover testing		Polaris/Library	42	43
3.4	**Integration testing**				
3.4.1	Creation of test plan			23	24
3.4.2	3M Selfcheck		Library	28	28
3.4.3	Email notices		Library	28	28
3.4.4	Interactive Voice Notification		Library	29	29
3.4.5	UMS		Library	29	29
3.4.6	E-Commerce		Library	30	30
3.4.7	WebCheckout		Library	31	31
3.4.8	Envisionware		Library	31	31
3.4.9	E*vanced		Library	31	31
3.4.10	EDI		Library	32	32
3.5	Polaris staff client deployment		Library	36	36
3.6	Polaris staff client update deployment testing		Library	37	37
3.7	Transfer of users and workstations to production database		Polaris	36	36
3.8	Entry of permission groups on production server		Library	36	44
3.9	Pre-Live Coordination with UMS		Polaris	42	42
3.10	**Production Data Load**				
3.10.1	Production profile and data mapping signoff				
3.10.2	Production data pull	Data extracted from the legacy ILS, including the following: • Bibliographic records (titles)- MARC and Non-MARC	Polaris	45	45

		• Authority records
		• Item records (copies)
		• Patron records
		• Circulation transaction records- Existing circulation transactions will maintain the original dates, not be reset to the date of the data load
		  o Charges
		  o Fines
		  o Fees
		  o Bills
		  o Reserves (holds)
		  o Patron Account information
		  o Messages
		• Serial holdings, issue items, vendors, checkin, Mapping of serials patterns to Polaris Serials Prediction Pattern Templates
		• Acquisition records including only the following:
		  o On-order item records
		  o Vendor records
		  o PO numbers to be embedded in on-order item records
		• Homebound customer records, reading logs/history and ratings
		
		Form B-5 herein.			

3.10.3	Load, index, link of production data	The Library will not run its legacy ILS in tandem with Contractor's ILS. The production data pull will be scheduled for an evening after 9:00 p.m. The Library will then use the Contractor's offline mode to circulate items. The extraction, migration and loading of the data will take a maximum of one (1) week.	Polaris	46	46
3.11	**GoLive**				
3.11.1	Create/Deploy Offline Files		Polaris/Library	46	46
3.11.2	Library circulates in Polaris Offline Mode		Library	46	46
3.11.3	Telephony data prep & cleanup		Polaris	46	46

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3.11.4	Upload of offline circulation files		Library	46	46
3.11.5	Onsite Go-Live Assistance Visit	3 days on-site, as specified in Form B-5 herein.	Polaris	46	46
3.11.6	Library begins circulation on Polaris		Library	46	46

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4.0: PHASE FOUR

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
4.1	**Acceptance Tests**				
4.1.1	Hardware Functionality Test	As detailed in Appendix D of the contract	Library	18	18
4.1.2	Data Load Test	As detailed in Appendix D of the contract	Library	25	50
4.1.3	Software Functionality Test	As detailed in Appendix D of the contract	Library	46	58
4.1.4	Response Time Test	As detailed in Appendix D of the contract	Library	46	50
4.1.5	Reliability Test	As detailed in Appendix D of the contract	Library	46	58
4.2	System acceptance		Library	58	58
4.3	Transition to support		Polaris	58	58

5.0: PHASE FIVE

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
5.1	E-Commerce Setup	Installation and configuration of server-side Polaris ILS components to support electronic payment of fines and fees through the public catalog and staff workstations. Requires that the Library has e-commerce accounts established with their financial institution prior to setup.	Polaris	TBD	TBD
5.2	Envisionware POS Installation	As specified in Form B-2 herein	Envisionware	TBD	TBD
5.3	Interface with the county payment manager			TBD	TBD
5.4	Interface with ETSD address verification process			TBD	TBD
5.5	**Disaster Recover Site**	Purchase, delivery, installation and configuration of optional disaster recovery system as specified in Form B-8 of the RFP response.		TBD	TBD
5.5.1	Purchase/Delivery of HW/SW		Library	TBD	TBD
5.5.2	Install at disaster recovery server facility		Polaris	TBD	TBD
5.5.3	Remote SW staging/ configuration		Polaris	TBD	TBD
5.5.4	Disaster recovery testing		Polaris/Library	TBD	TBD

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Operating Environment Provided By Library

Computer Room:

The conditioned space for the Library's computer room includes a Liebert 65 kbs UPS system, 23 ton capacity chilled water air conditioning system, and 8 inch raised floors and a Halon fire retardant system. The existing heat load is estimated at 22 tons. The servers in the computer room are running on CAT 5/6 wiring and the network backbone is running on fiber. This room, which houses all of the servers and telecommunications equipment, has minimum growth capacity.

Wide Area/Local Area/Wireless Networks:

The Library's network design, which is based on private IP addressing, is divided in two sections: Wide Area Network (WAN) and Local Area Network (LAN). The WAN is based on Frame Relay and Point-to-Point technologies. The routers located at the branches have been configured to support LAN multi-netting due to the public and staff networks residing in the same Broadcast Domain. This year, the Library is transitioning to a segregated network supporting separate public and staff Virtual Private Networks (VLAN).

The WAN utilizes a Hub-to-Spoke configuration with a combination of static entries on the routing protocol. The WAN consists of two fully committed T3 circuits connected to an at&t Frame Relay Network. Direct Mode or one PVC per service is used. Each Frame Relay's PVC is an emulated point-to-point circuit. There are 42 remote sites that consist of a single T1 circuit connected via single PVC to the Library's central operations Hub (Main Branch) located at 101 West Flagler Street. There are five branches that are multi-linked to the Frame Relay cloud via combined T1s for a throughput of up to 6 Mbps.

The network core consists of a single routing switch with redundant switch modules. This core switch supports the central operations Hub and all Library production and test servers. All the Intermediate Data Frame (IDF) Edge devices at the Main Branch and 46 branch sites utilize a combination of routers and switches.

The Library uses its own router to connect to its Internet Service Provider (ISP), Florida Information Resource Network (FIRN), using two fully committed T3 circuits.

An additional T1 circuit is present at the Library's central operations Hub to enhance connectivity for wireless users at the Main Branch. Each branch has wireless access points.

The Library uses its own firewalls; one a primary and the second as a failover. The firewall provides a wide range of security and networking services, including Network Address Translation (NAT); Port Address Translation (PAT); and Uniform Resource Locator (URL) filtering. AAA (RADIUS/TACACS+) integration will be implemented in the near future. Content filtering is provided by two Bluecode appliances.

The Library will be upgrading its telecommunications infrastructure by moving to Metro VPN/Ethernet, where needed, to increase bandwidth from 1.5 or 6.0 Mbps to 10 or 100 Mbps.

Third-Party Products and Licensing:
The Library currently has an enterprise license through the SirsiDynix contract for Envisionware including all necessary SIP II licenses.

The Library has an enterprise license via SirsiDynix for E-Vance Solutions for the following products: events and room reservation.

The Library has licensing, directly from 3M, for up to 200 self-check units, including all necessary SIP II licenses.

The Library has a contract with Unique Management Services, Inc. for debt collection. They Interface with the ILS.

Hardware:
The Library has a significant investment in Intel-based Dell PowerEdge and EMC^2 equipment for the Library's Storage Area Network (SAN) and Network Area Storage (NAS) for a total of 7.3 Terabytes. This equipment is utilized for web, network, and database applications. Intel-based servers are running various network operating systems including Windows server 2003 Release 2, 32 and 64 bit versions.

The Library's patron PCs are running Windows XP Service Pack 2 on Pentium 4 or higher hardware. The Library is upgrading staff PCs to Windows XP Service Pack 2 with the majority of the PCs being greater than Pentium 3. Stand-alone OPACs are a mix of Gateway and Dell Pentium 3 running Windows NT 4 Service Pack 6 and Windows 2000 Service Pack 4 respectively. This Existing Hardware is specified in form B-3 herein.

E-mail:
The Library utilizes a dedicated email server for processing all internal emails to staff and other county departments and separate and dedicated e-mail server to process ILS specific e-mail notification to patrons. The following parameters are used for patron e-mails: SMTP host, SMTP port, SMTP user ID, SMTP password, "from" e-mail address, "reply to" e-mail, "bcc" e-mail address and a subject field.

Bookmobile:
The Library's four bookmobiles access the ILS through the Library's internal network using a GSM cellular mobile wireless 3G broadband mobile connection. This wireless broadband connection service is contracted through Miami-Dade County. Once a broadband connection is established, a secure VPN is used to access a terminal server within the Library's internal network and provide access to the client application. The terminal server hosts the client software and allows for up to 10 individual simultaneous terminal server client connections.

In addition to providing connectivity to the bookmobiles, this type of access is required as a backup connection, when a permanent local area connection has not yet been established for a new branch, or in an existing branch, when the local connection is experiencing an extended outage

Network Architecture:
See Appendix B of the RFP for "Firewall Landscape", Appendix C of the RFP for "Internet DMZ Landscape", and Appendix D of the RFP for "Internet DMZ Landscape.

Performance Standards

Response Time Table for Library System
Response Time Requirements
Normal - Peak Load

Type of Transaction	Expected Response Range in Seconds	Successfully Completed (Y/N)	Date
Check-out	1 - 2	_____	_____
Renewal (excluding Renew All)	1 - 2	_____	_____
Check-in	1 - 2	_____	_____
Fines: Payment at check-in	1 - 3	_____	_____
Search: Item Record	1 - 3	_____	_____
(- expected response time based on item barcode search)			
Modify: Item Record	1 - 3	_____	_____
Search: Patron Record	1 - 3	_____	_____
Modify: Patron Record	1 - 3	_____	_____
Save: Hold Request	1 - 2	_____	_____
Searches:			
(limited to access to locally mounted data via local area network and excluding Internet Access - truncated searches not applicable)			
-Keyword	1 - 2	_____	_____
-Keyword/Author	1 - 2	_____	_____
-Keyword/Title	1 - 2	_____	_____
-Browse/Author	1 - 2	_____	_____
-Browse/Title	1 - 2	_____	_____
-Keyword/Advanced	2 - 3	_____	_____
-LCCN	2 - 3	_____	_____
-ISBN	2 - 3	_____	_____
-Author Heading	1 - 2	_____	_____
- Subject Heading	1 - 2	_____	_____
Save: Purchase Order	2 - 3	_____	_____
Save: Purchase Order Line Item	2 - 3	_____	_____
Release: Purchase Order	2 - 3	_____	_____
Receive: Purchase Order	2 - 3	_____	_____
Check-in: Serials Issue Record	2 - 3	_____	_____
UnCheck-in: Serials Issue Record	2 - 3	_____	_____

The Response Time Test shall be successful if:
Response time is within 99.9% of the parameters shown in Table 1.
and
All transactions complete successfully, e.g., the workstation did not hang.

Polaris shall bear its own expenses (if any) for the performance of the response time test.

Exhibit B Forms
Price Schedule

Form B-1
Price Proposal Schedule

I. One time price

Item	Number of Units	Unit Price	Total Price
A. Hardware (Form B- 2)			453,417
B. Software (Form B-4)			810,911
C. Planning/Implementation (Form B-5)			231,025
D. Training (Form B-6)			86,200
E. Custom Programming (Form B-7)			95,920
F. Disaster Recovery (Form B-8)			38,341
G. Other Items (Form B-9)			N/A
Sub-Total			**1,715,814**
Less Discount			**($500,000)**
Total			**$1,215,814**

II. Maintenance Price Proposal

Item	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	TOTAL Year 2-5
H. Hardware Maintenance (Form B-10)	6,350	6,540	6,736	6,938	26,564
H. Software Maintenance (Form B-10)	261,138	269,626	278,408	287,461	1,096,633
Total	**267,488**	**276,166**	**285,144**	**294,399**	**1,123,197**

III. Total Price

Item	Price
Total One-Time Price	**$1,215,814**
Total Maintenance Price	**$1,123,197**
GRAND TOTAL	**$2,339,011**

Form B-2
Hardware Price Proposal
Item A of Form B-1

Itemize Hardware Price Proposal

Hardware	Number of Units	Manufacturer (Including CPU Size and Operating System Version, if Applicable)	Model #	Unit Price	Total for new units	Unit trade-in price for Library's Hardware	Total trade-in price for Library's Hardware	Total for new units minus total trade-in price
Central Site								
Production Database & Application Server	2	Dell, 4 Quad Core Intel Xeon 2.93Hz, Windows Server 2008, SQL 2008	R900	18,861	37,722	0	0	37,722
EMC CX4 Model 120 Storage System	1	60 x 146GB drives	EMC CX4 120	159,496	159,496	0	0	159,496
PowerVault 114T LTO-3 External Tape Unit	1	Dell	LTO-3	3,724	3,724	0	0	3,724
Training/Test Server	1	Dell, 2 Quad Core Intel Xeon 2.33GHz, Windows Server 2008, SQL 2008	2900	8,960	8,960	0	0	8,960
E-mail Server	N/A	N/A	N/A	0	0	0	0	0
SIP Server	N/A	N/A	N/A	0	0	0	0	0
Web Portal Server	2	Dell, Quad Core Intel Xeon 2.33GHz, Windows Server 2008	1950	3,951	7,902	0	0	7,902
Networking Equipment	N/A	N/A	N/A	0	0	0	0	0
Report Writing Server	1	Dell, Quad Core Intel Xeon 2.33GHz, Windows Server 2008	1950	3,951	3,951	0	0	3,951
Electronic Payment Server	N/A	N/A	N/A	0	0	0	0	0
Z39.50 Server	N/A	N/A	N/A	0	0	0	0	0
Interactive Voice Notification	1	Dell, Quad Core Intel Xeon 2.33GHz, Windows Server 2008	2900	8,479	8,479	0	0	8,479
Bluecoat Appliances for Filtering	N/A	N/A	N/A	0	0	0	0	0
Terminal Servers	2	Dell, Quad Core Intel Xeon 2.4GHz, Windows Server 2008	R200	2,906	5,812	0	0	5,812

Other (Please specify) Digital Media Server	1	Dell, Quad Core Intel Xeon 2.33GHz, Windows Server 2008	1950	3,951	3,951	0	0	3,951
Total	12				239,997	0	0	239,997
Other Hardware/ Peripheral Devices Very Likely to be Purchased as part of this RFP								
Impact (Multi-part form) printer	N/A	N/A	N/A	0	0	N/A	N/A	0
Label Printer	1	N/A	N/A	250	0	N/A	N/A	0
Barcode Scanners	1	N/A	N/A	250	0	N/A	N/A	0
Handheld Scanners	N/A	N/A	N/A	0	0	N/A	N/A	0
Flatbed Scanners	N/A	N/A	N/A	0	0	N/A	N/A	0
Handheld Circ/OPAC PDAs, tablets, etc.	10	Motion	LE1700	5,289	52,890	N/A	N/A	52,890
Barcode Cloners	N/A	N/A	N/A	0	0	N/A	N/A	0
Cash Register/Pt of Sale: inc. Software & onsite installation	30	Envisionware	STS	5,351	160,530	N/A	N/A	160,530
E-Commerce Equipment	N/A	N/A	N/A	0	0	N/A	N/A	0
Cameras (for patrons photos)	Use Quantity 50	N/A	N/A	0	0	N/A	N/A	0
Jamex Coin/Bill Acceptors	1	N/A	N/A	2,675	0	N/A	N/A	0
Other (please specify)	N/A	N/A	N/A	0	0	N/A	N/A	0
Total					213,420			213,420
Other Hardware/ Peripheral Devices that may or may not be purchased as part of this RFP but will count in the Cost Proposal if existing hardware cannot be reused								
Desktop computers	1	N/A	N/A	850	0	N/A	N/A	0
Laptop Computers	N/A	N/A	N/A	0	0	N/A	N/A	0
Inkjet Printers	N/A	N/A	N/A	0	0	N/A	N/A	0
Receipt Printers	1	N/A	N/A	360	0	N/A	N/A	0
Laser Printers-Black/White	N/A	N/A	N/A	0	0	N/A	N/A	0
Laser Printer-Color	N/A	N/A	N/A	0	0	N/A	N/A	0
Other (Please specify)	N/A	N/A	N/A	0	0	N/A	N/A	0
Total								
GRAND TOTAL					453,417	N/A	N/A	453,417

Form B-3
Reusable Existing Hardware

Hardware	Manufacturer	Model Number and Operating System Versions, if Applicable	Hardware Configuration	Number of Units	Proposer to enter: Y=reuse N=can not reuse; replacement equipment in Form B-2 N/A=not needed for proposed system	Unit trade-in price	Total trade-in price
Production/ Training Application Database server	Sun Microsystems Enterprise	• X4600 Server • Red Hat Enterprise Linux 4.0 OS • Sybase SQL 12.5	• 8 x 2.8 GHz 8220 SE Dual Core AMD Opteron Processor(s) • 64000 MB DDR SDRAM Memory • 2 x 73 GB 10K Hot Swappable Disk(s) • A3510 FC Disk Array W/HW RAID dual CNTRL • 12 x 146 GB 15K Disk(s) • Media: DVD-ROM • StorageTek LTO 3 Tape Drive • 17 LCD Display Console	1	N	N/A	N/A
E-mail Server	Dell	• PowerEdge 6850 • Windows Server 2003 R2 • Microsoft Exchange 2003	• Intel 3.0GHz/8MB Cache, Xeon, Quad Processors • 32GB DDR2 400MHZ • Two Hard Drives 73GB each • Dual On-Board NICS • Dual Power Supply, 208 Volt	1	Y		
E-mail Server	Dell	• PE2850 • Windows Server 2003 R2 • Microsoft Exchange 2005	• Intel Xeon 2.80Ghz • 8GB RAM • 1 Gigabit Ethernet 136 GB HDD	1	Y		
Envisionware SIP II Server	Dell	• PE1950 • Windows 2003 R2 • PC Reservation Management (Server) software 3.2 F	• Intel Xeon 1.86GHZ • 4GB RAM • 1 Gigabit Ethernet • 73GB Disk Space	1	Y		
Envisionware SIP II Server	Dell	• PE1950 • Windows 2003 R2 • PC Reservation (KIOSK) Software 3.2.51	• Intel Xeon 1.86GHZ • 4GB RAM • 1 Gigabit Ethernet • 73GB Disk Space	1	Y		

Production Web Portal Server	Delta	• PE2850 • Windows Server 2003 R2	• Intel Xeon 2.80GHZ • 8GB RAM • 1 Gigabit Ethernet • 136GB Disk space	2	N	N/A	N/A
Training Web Portal Server	Dell	• PE2850 • Windows Server 2003 R2	• Intel Xeon 2.80GHZ • 8GB RAM • 1 Gigabit Ethernet • 136GB Disk space	1	N	N/A	N/A
Report Writing Primary Server	Dell	• PE2850 • Windows Server 2003 R2 • MicroStrategy 8.0	• Intel Xeon 2.80GHZ • 8GB RAM	1	N	N/A	N/A
Report Writing Secondary Server	Dell	• PE2850 • Windows Server 2003 R2 • MicroStrateav 8.0	• Intel Xeon 2.80GHZ • 8GB RAM	1	N	N/A	N/A
3M Self-Check Primary SIP II Server	Dell	• PE1950 • Windows Server 2003 R2 • 3M Software 3.50.118	• Intel Xeon 1.86GHZ • 4GB RAM	4	Y		
3M Self-Check Secondary SIP II Server	Dell	• PE1950 • Windows Server 2003 R2 • 3M Software 3.50.118	• Intel Xeon 1.86GHZ • 4GB RAM	4	Y		
Overdrive Inc. Digital E-Books SIP II Server	Dell	• Optiplex GX280 • Windows Server 2000 SP4	• Intel P4 3.00GHZ • 1GB RAM • 1 Gigabit Ethernet • 40GB Disk Space	1	Y		
Telecirc II Interactive Voice Response Server	Dell	• Optiplex GX260 • Windows 2000 Pro SP3 • Edify 8.5	• Intel P4 2.00GHZ • 1GB RAM • 1 Gigablt Ethernet • 40GB Disk Space • T1 Voice 12 lines Dial-In & Dial-Out	2	N	N/A	N/A
PC Reliance 2.1 (Offline Circulation Server) / Z39.50 Server	Gateway	• ALR 7200	• Intel PIII 500MHZ • 512MB RAM • 100MB Ethernet • 18GB Disk Space	1	Y		

Backup/ Recovery	Dell	•ML6020 Control Module	•LTO-3 14U •6 Drives, Native Fiber ChannelLTO-3 •Redundant Power for ML6020 Control Module •Tape Media for LTO3, 400/800GB100 Pack	1	Y		
UPS	Liebert	•NPower 65kVA		1	Y		
Impact (Multi-part form) printer	Tally	*T6212 Line Matrix System Printer for (Data Mailers)	*Line impact Dot Matrix Printer •Print Speed Draft: 1200 LPM •Graphics: 150 IPM •FourPlexLANPlex I/O: Ethernet (10Base-T/100Base-T), Serial and Parallel, IPDS for LANPlex	1	Y		
Barcode Scanners	Voyager	•CG Model MS9540	•PS2 and USB	242	Y		
Barcode Scanners	PSC	•PowerWedge 20 FD-000-20	•PS2 with light pen	30	Y		
Barcode Scanners	Percon	•16-DN1-00 Control box •LS-2000MX-1221A E266179 Gun	•PS2	20	Y		
Flatbed scanners	HP	•Scanjet 4070		43	Y		
Coin/Bill Acceptors	Envisionware	•609-50xx		8	Y		
Coin/Bill Acceptors	Jamex	•6557-JPC		45	Y		
Desktop computer	Dell	•OptiPlex GX260	•80532, 1.8G, 512K, 400FSB •40GB Hard Drive •Dual in-line memory module 128, 266M (2 each)	126	Requires minimum XP Pro SP3		
Desktop computer	Dell	•OptiPlex GX270	•80532, 2.6G, 512, 800FSB •40GB Hard Drive •Dual in-line memory module 256, 333M (2 each)	262	Requires minimum XP Pro SP3		
Desktop computer	Dell	•OptiPlex GX280	• 80547, Pentium 4 Prescott DT, 3.0GHZ, 1 MEGB, 800FSB •40GB Serial ATA Hard Drive •Dual in-line memory module 512, 400M (2 each)	217	Requires minimum XP Pro SP3		
I Desktop computer	I Dell	•OptiPlex 210L	• 80547, Pentium 4 Prescott DT, 3.0GHZ, 1 MEGB, 800FSB •80GB Hard Drive	294	Requires minimum XP Pro SP3		

			•Dual in-line memory module 1G, 533M (2 each)				
Desktop computer	Dell	• OptiPlex 745	• 945, 3.4, 2X2MB, PENTIUM D PRESLER • 80GB Hard Drive • Dual in-line memory module 1G 512, 533M (2 each)	883	**Requires minimum XP Pro SP3**		
Desktop computer	Dell	• Precision WorkStation 330	• 80528, 1.8GHZ, OK, 400 • 40GB Hard Drive • Rambus inline memory module 128, 400M (2 each)	171	**Requires minimum XP Pro SP3**		
Desktop computer	Dell	• Precision WorkStation 470		5	**Requires minimum XP Pro SP3**		
Laptop Computer	Dell	• Latitude D505 • Windows XP SP2	• 80536, Pentium M Dothan, 1.6GHZ, 2 MEGB, 400FSB • 30GB Hard Drive • Dual in-line memory module 256, 333M (2 each)	410	**Requires minimum XP Pro SP3**		
Laptop Computer	Dell	• Latitude D620 • Windows XP SP2	• T5600, 1.83, 2MB • 60GB, Serial ATA Hard Drive • Dual in-line memory module 512, 333M (2 each)	171	**Requires minimum XP Pro SP3**		
Self-Check Workstations	3M	• HP rp5000 • HP rp5700 • Windows XP PRO SP3 • 3M Software 3.51.133	• 2.0GHZ Intel P4 512MB RAM • 1.80GHZ Intel P4 2GB RAM • Intel Pro/100 NIC, 40 GB Disk Space • Broadcom Net Extreme Gigabit Ethernet, 80 GB Disk Space • Intel Pro /100 NIC • 40GB Hard drive	130	Y		
Receipt Printers	Epson	• TM-T8811IP	• Thermal Printer with Auto Cutter and Tear Bar • Thermal, 5.9 ips, Parallel Interface • Used Colors: white or black	219	Y		
Network Laser Printers-Black/White	HP	• 4050 Series		76	Y		
Network Laser Printer-Color	HP	• 3500N		52	Y		
Personal Printers	HP	• 1320		99	Y		
Other (please specify)							

Form B-4
Itemize Software Price Proposal
Item B of Form B-1

Software	Name	Version	Column A Type of License (server, seat, etc.)	Column B Number of Licenses	Column C Unit License Price	Column D Total License Price (Column B x Column C)	Column E Enterprise License Price	Column F Lower of Column D Or Column E
Replacement or Enhancement of Existing Software								
Operating System Software – see below per server								
Production Server:-								
Windows 2008 Server Enterprise x64 License			Server	2	372	372	N/A	372
Windows 2008 Server Enterprise Media			Server	1	30	30	N/A	30
Microsoft SQL 2008 Server per-processor license			Server	4	1,506	6,024	N/A	6,024
Microsoft SQL 2005 Server x 64 Media			Server	1	30	30	N/A	30
WS_FTP Professional			Server	2	65	130	N/A	130
Test/Training Server:-								
Windows 2008 Server Std x64 License			Server	1	115	115	N/A	115
Windows 2008 Server Std – Media			Server	1	30	30	N/A	30
Microsoft SQL 2008 Server License			Server	1	233	233	N/A	233
Microsoft SQL 2008 Client Access License Device			Per Device	30	43	1,290	N/A	1,290
Web Portal Server:-								
Windows 2008 Server Std x64 License			Server	2	115	230	N/A	230
Interactive Voice Notification Server:-								
Windows 2008 Server Std x64 License			Server	1	115	115	N/A	115

Terminal Server:-								
Windows 2008 Server Enterprise x64 License			Server	2	372	744	N/A	744
Terminal Server 2008 Client Access License per Device			Per Device	100	22	2,200	N/A	2,200
Digital Media Management Server:-								
Windows 2008 Server Std x64 License			Server	1	115	115	N/A	115
Reports Server:-								
Windows 2008 Server Std x64 License			Server	1	115	115	N/A	115
Microsoft SQL 2008 Server per-processor license			Server	1	1,506	1,506	N/A	1,506
Database Software			Site License	1	260,000	260,000	N/A	260,000
Database Software (Training Server)			Site License	1	N/C	N/C	N/C	N/C
OPAC Portal			Included	Included	Included	Included	Included	Included
Spanish OPAC Portal			Site License	1	10,000	10,000	N/A	10,000
Haitian Creole OPAC Portal			Site License	1	10,000	10,000	N/A	10,000
OPAC Overlay			Included	Included	Included	Included	Included	Included
Z39.50			Included	Included	Included	Included	Included	Included
Enhanced Data Content			Subscription	N/A	N/A	55,400	N/A	55,400
RSS Feed Software			Included	Included	Included	Included	Included	Included
MetaSearching Software			Included	Included	Included	Included	Included	Included
Circulation			Included	Included	Included	Included	Included	Included
Backup Circulation			Included	Included	Included	Included	Included	Included
Cataloging/Authority			Included	Included	Included	Included	Included	Included
Acquisitions			Included	Included	Included	Included	Included	Included
Serials			Included	Included	Included	Included	Included	Included
Homebound			Site License	1	5,000	5,000	N/A	5,000
Borrow-By-Mail			Custom		Included	Included	N/A	Included
Media Scheduling (WebCheckout)			Site License	1	26,250	26,250	N/A	26,250
Inventory Control			Included	Included	Included	Included	Included	Included
Statistics Gathering/ Report Writing			Site License	1	20,000	20,000	N/A	20,000
API Software (PAC only)			Site License	1	25,000	25,000	N/A	25,000
Interactive Voice Notification			Site License	1	16,000	16,000	N/A	16,000
E-mail Notification			Included	Included	Included	Included	Included	Included
Data Mailer Software			Included	Included	Included	Included	Included	Included
Other Messaging Mechanisms			Included	Included	Included	Included	Included	Included
Collection Agency/Delinquent Account Tracking			Site License	1	3,750	3,750	N/A	3,750

3M Self-Check Interface			Site License	1	30,000	30,000	N/A	30,000
Envisionware Interface			Included	Included	Included	Included	Included	Included
Digital Media and E-Book Interface			Included	Included	Included	Included	Included	Included
Evanced Solutions Interface			Included	Included	Included	Included	Included	Included
NextReads Interface			Included	Included	Included	Included	Included	Included
Other (Please Specify) – Staff Client Licenses			Site License	1	235,000	235,000	N/A	235,000
Other (Please Specify) – Unlimited PAC			Site License	1	N/C	N/C	N/A	N/C
Other (Please Specify) – EDI Acquisitions Setup/Training			Per Vendor	5	1,000	5,000	N/A	5,000
Total						**714,679**		**714,679**
Software for Additional Functionality	**Service**							
Cash Register/Point of Sale Interface			Inc. with Hardware	Inc. with Hardware	Inc. with Hardware	Inc. with Hardware	Inc. with Hardware	Inc. with Hardware
Electronic Payment Requirements - Patrons			Included	Included	Included	Included	Included	Included
Electronic Payment Requirements – Staff			Site License	1	25,000	25,000	N/A	25,000
PDA Interface for Circ			Included	Included	Included	Included	Included	Included
PDA Interface for OPAC			Planned	Planned	Planned	Planned	Planned	Planned
Remote Patron Authentication			Included	Included	Included	Included	Included	Included
Digital Media Archive			Site License	1	30,000	30,000	N/A	30,000
URL Checker			Site License	1	1,000	1,000	N/A	1,000
Bookmobile			Included	Included	Included	Included	Included	Included
Interlibrary Loan			Included	Included	Included	Included	Included	Included
Test Messaging			Planned	Planned	Planned	Planned	Planned	Planned
Bulk E-mail			Included	Included	Included	Included	Included	Included
Security Alert			Included	Included	Included	Included	Included	Included
Secure Socket Layer			Included	Included	Included	Included	Included	Included
Serials Pattern Templates			Site License	1	N/C	N/C	N/A	N/C
Current Envisionware environment On-going Maintenance				N/A	N/A	32,032	N/A	32,032
Current Evanced environment On-going Maintenance				N/A	N/A	7,500	N/A	7,500
Total						**95,532**		**95,532**
Escrow								
Escrow			Annual Fee	N/A	N/A	**700**	N/A	**700**
GRAND TOTAL						**810,911**		**810,911**

F o r m B - 5
Planning/Implementation Price Proposal
Item C of Form B-1

Planning/Implementation	% of Data to be Migrated	Price
Planning/Consultation –remote and on-site		16,950
Preparation and loading of database		Inc. under Data Migration
Data Migration (inc. data extraction)		194,325
Documentation (5 Sets Manual & 5 CDs)		N/C
Configuration, staging and implementation of all hardware/software (including reconfiguring, staging and implementing software on existing hardware)		19,750
Other:		N/A
GRAND TOTAL		**$231,025**

Form B-6
Training Price Proposal
Item D of Form B-1

Training	Number of Staff	Number of Days	Price Per Day	Total Price
Non-Automation Staff Training				
OPAC Portal	Y			
OPAC Overlay	Y			
Circulation	Y			
Backup Circulation	Y			
Cataloging/Authority	Y			
Acquisitions	Y			
Serials	Y			
Homebound	Y			
Borrow-By-Mail	Y			
Media Scheduling	Y			
Inventory Control	Y			
Bookmobile	Y			
Interlibrary Loan	Y			
Statistics Gathering/Report Writing	Y			
Cash Register/Point of Sale Interface	Y			
Digital Media Archive	Y			
Report Writing	Y			
Other (Please Specify)	N			
Tech Services Workflow Consultation	Y			
Total	**70**	**26**		**73,300**
Automation Staff Training				
System Administration	Y			
Interactive Voice Notification	Y			
Other Messaging Mechanisms	Y			
Collection Agency/Delinquent Account Tracking	Y			
Self-check Interface	Y			
E-mail Notification	Y			
RSS Feed Software	Y			
PDA Interface for Circ	N			
PDA Interface for OPAC	N			
Envisionware Interface	Y			
Evanced Solutions Interface	Y			
Digital media and E-book Interface	Y			
NextReads Interface	Y			
Integration with IBM Payment Manager	N			
MetaSearching Software	N			
Remote Patron Authentication	Y			
URL Checker	Y			
API Software	Y			
Operating System Software	Y			
Database Software	Y			
Report Writing	Y			
Other (Please specify)	N			
Total	**20**	**6**		**12,900**
GRAND TOTAL	**90**	**32**		**86,200**

- N = Not covered under Training Program
- Y = Covered under Training Program
- Training of non-automation staff would be spread over multiple sessions, with sessions from 4 – 5 days in length.
- Training of automation staff would take place on-site over 6 days (2 sessions of 3 days each)

Form B-7
Custom Programming Price Proposal
Item E of Form B-1

Custom Programming Purpose	Estimated Number of Hours	Price per Hour	Total Price
Highly Desirable Features (if not already in System)			
To make items checked in using Circulation automatically received in Acquisitions	272	220	$59,840
To allow for patron ratings in Homebound			N/C
Interface with the County Payment Manager*			N/C
To interface with ETSD address verification process*			N/C
Automatically charge fee for Borrow-By-Mail			N/C
Total			**$59,840**
Other Vendor Proposed Customization			
Using Selection Lists in Acquisitions (3.2.4.6 (e))	164	220	$36,080
Total			**$36,080**
GRAND TOTAL			**$95,920**
Hourly Rate for Custom Programming		220	

* Feature to be delivered by Contractor within one hundred and eighty (180) days of receipt from the County of the information necessary for the implementation of the feature. If the feature is not delivered by such date, the County shall be entitled to retain $10,000 from its annual maintenance payment until such feature is delivered in addition to any other remedies the County may have by law.

Form B-8
Disaster Recovery Price Proposal
Item F of Form B-I

Disaster Recovery Hardware/Software	H = Hardware S = Software T = Telecommunications	Manufacturer if Hardware, Name if Software	Model # for Hardware, Version for Software	Number of Units Licenses	Unit Price Type of License	Setup Price	Yearly Recurring Costs	Total Recurring Costs Years 2-5
Remote Server	H	Dell	PowerEdge R900	N/A	N/A	17,560	0	0
Storage Unit	H	Dell	MD3000	N/A	N/A	10,991	0	0
UPS	H	Dell	2200VA	N/A	N/A	744	0	0
Windows Server Enterprise License	S	Microsoft	P72-03147	1	372	372	0	0
SQL 2008 License	S	Microsoft	228-08596	4	1,506	6,024	0	0
Shipping	N/A	N/A	N/A	1	N/A	150	0	0
Staging/Installation	N/A	Polaris	N/A	1	N/A	2,500	0	0
					Total	38,341		0
							Grand Total	38,341

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Form B-9
Other Items Price Proposal
Item G of Form B-1

Other Items	Details	Number of Units/Licenses	Unit Price	Total Price
			GRAND TOTAL	N/A

Form B-10
Hardware/Software Maintenance Price Proposal
Item G of Form B-1

Item	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total Maintenance Year 2 through5
Central Site Hardware					
Production Database & Application Server	Warranty	Warranty	Warranty	Warranty	Warranty
Training/Test Server	Warranty	Warranty	Warranty	Warranty	Warranty
E-mail Server	N/A	N/A	N/A	N/A	N/A
SIP Server	N/A	N/A	N/A	N/A	N/A
Web Portal Server	Warranty	Warranty	Warranty	Warranty	Warranty
Networking Equipment	N/A	N/A	N/A	N/A	N/A
Report Writing Server	Warranty	Warranty	Warranty	Warranty	Warranty
E-Commerce Server	N/A	N/A	N/A	N/A	N/A
Z39.50 Server	N/A	N/A	N/A	N/A	N/A
Equipment for ILS Redundancy	N/A	N/A	N/A	N/A	N/A
Interactive Voice Notification	Warranty	Warranty	Warranty	Warranty	Warranty
Bluecoat Appliances for Filtering	N/A	N/A	N/A	N/A	N/A
Terminal Servers	Warranty	Warranty	Warranty	Warranty	Warranty
Backup/Recovery	N/A	N/A	N/A	N/A	N/A
Other (Please specify) Digital Media Server	Warranty	Warranty	Warranty	Warranty	Warranty
Total	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
Other Hardware/Peripheral Devices Very Likely to be Purchased as art of this RFP					
Impact (Multi-part form) printer	N/A	N/A	N/A	N/A	N/A
Label printer	N/A	N/A	N/A	N/A	N/A
Barcode Scanners	Warranty	Warranty	Warranty	Warranty	Warranty
Handheld Scanners	N/A	N/A	N/A	N/A	N/A
Flatbed scanners	N/A	N/A	N/A	N/A	N/A
Handheld Circ/OPAC PDAs, tablets, etc.	6,350	6,540	6,736	6,938	26,564
Barcode Cloners	N/A	N/A	N/A	N/A	N/A
Cash Register/Pt of Sale (quantity 30)	See Form B-4	N/A	N/A	N/A	N/A
Electronic Payment Equipment	N/A	N/A	N/A	N/A	N/A
Cameras (for patrons photos)	Use quantity 50	N/A	N/A	N/A	N/A
Jamex Coin/Bill Acceptors	Inc. Envisionware				Inc. Envisionware
Other (please specify)	N/A	N/A	N/A	N/A	N/A
Total	**6,350**	**6,540**	**6,736**	**6,938**	**26,564**

Item	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total Maintenance Year 2 through 5
Other Hardware/Peripheral Devices that may or may not be purchased as part of this RFP but will count in the Cost Proposal if existing hardware cannot be reused					
Desktop computers	N/A	N/A	N/A	N/A	N/A
Laptop Computers	N/A	N/A	N/A	N/A	N/A
Inkjet Printers	N/A	N/A	N/A	N/A	N/A
Receipt Printers	Warranty	Warranty	N/A	N/A	N/A
Laser Printers- Black/White	N/A	N/A	N/A	N/A	N/A
Laser Printer-Color	N/A	N/A	N/A	N/A	N/A
Other (Please specify)	N/A	N/A	N/A	N/A	N/A
Total					
Replacement or Enhancement of Existing Software					
Operating System Software	N/A	N/A	N/A	N/A	N/A
Database Software	46,800	48,204	49,650	51,139	195,793
OPAC Portal	Included	Included	Included	Included	Included
Spanish OPAC Portal	1,800	1,854	1,910	1,967	7,531
Creole OPAC Portal	1,800	1,854	1,910	1,967	7,531
OPAC Overlay	Included	Included	Included	Included	Included
Enhanced Data Content	57,616	59,921	62,318	64,811	244,666
RSS Feed Software	Included	Included	Included	Included	Included
MetaSearching Software	Included	Included	Included	Included	Included
Circulation	Included	Included	Included	Included	Included
Backup Circulation	Included	Included	Included	Included	Included
Cataloging/Authority	Included	Included	Included	Included	Included
Acquisitions	Included	Included	Included	Included	Included
Serials	Included	Included	Included	Included	Included
Homebound	1,200	1,236	1,274	1,312	5,022
Borrow-By-Mail	Included	Included	Included	Included	Included
Media Scheduling (WebCheckout)	4,500	4,725	4,961	5,209	19,395
Inventory Control	Included	Included	Included	Included	Included
Statistics Gathering/ Report Writing	3,600	3,708	3,819	3,934	15,061
API Software (PAC only)	5,000	5,150	5,304	5,463	20,917
Interactive Voice Notification	2,400	2,472	2,546	2,622	10,040
E-mail Notification	Included	Included	Included	Included	Included
Data Mailers Software	Included	Included	Included	Included	Included
Other Messaging Mechanisms	Included	Included	Included	Included	Included
Collection Agency/ Delinquent Account Tracking	1,125	1,159	1,194	1,230	4,708
3M Self-check Interface	5,400	5,562	5,729	5,901	22,592

Item	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total Maintenance Year 2 through 5
Envisionware Interface	Included	Included	Included	Included	Included
Digital media and E-book Interface	Included	Included	Included	Included	Included
Evanced Solutions Interface	Included	Included	Included	Included	Included
NextReads Interface	Included	Included	Included	Included	Included
Other (Please specify) Staff Client Licenses	56,160	57,845	59,580	61,367	234,952
Other (Please specify) EDI Acquisitions Setup	1,250	1,287	1,326	1,336	5,199
Total	**188,651**	**194,977**	**201,521**	**208,258**	**793,407**
Software for Additional Functionality Services					
Cash Register/Point of Sale Interface	16,739	17,576	18,455	19,378	72,148
Electronic Payment Requirements – Staff	7,500	7,725	7,957	8,196	31,378
Integration with County Payment Manager	1,000	1,030	1,061	1,093	4,184
Integration with FAMIS (Facilities Mgmt)	TBD	TBD	TBD	TBD	TBD
Remote Patron Authentication	Included	Included	Included	Included	Included
Digital Media Archive	5,000	5,150	5,304	5,463	20,917
URL Checker	150	155	160	165	630
Bookmobile	Included	Included	Included	Included	Included
Interlibrary Loan	Included	Included	Included	Included	Included
Text Messaging	Planned TBD	Planned TBD	Planned	Planned TBD	Planned TBD
Bulk E-mail	Included	Included	Included	Included	Included
Security Alert	Included	Included	Included	Included	Included
Other (Please specify)					
- Acquisitions Decentralized Check-in Workflow	N/C	N/C	N/C	N/C	N/C
- Selection Lists in Acquisitions	N/C	N/C	N/C	N/C	N/C
- Borrower-by-Mail	N/C	N/C	N/C	N/C	N/C
- Patron Ratings for Homebound	N/C	N/C	N/C	N/C	N/C
- Interface to ETSD address verification process	1,000	1,030	1,061	1,093	4,184
Serials Pattern Templates	N/C	N/C	N/C	N/C	N/C
Current Envisionware Software environment	32,673	33,326	33,993	34,673	134,665
Current Evanced Software Environment	7,725	7,957	8,196	8,442	32,320
- Escrow	700	700	700	700	2,800
Total	**72,487**	**74,649**	**76,887**	**79,203**	**303,226**
GRAND TOTAL	**267,488**	**276,166**	**285,144**	**294,399**	**1,123,197**

Form B-11
Optional Hardware, Software and Services

Hardware	Number of Units	Manufacturer	Model#	Unit Price	Total for new units	Unit trade-in Price	Total trade-in Price	Total for new units minus total for trade-in units
Self-Check	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Redundancy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Open URL Link Resolver	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ERM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Software								
Self-Check	1	Polaris	N/A	500	500	N/A	N/A	500
Redundancy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Open URL Link Resolver	1	Serials Solutions	N/A	11,025	11,025	N/A	N/A	11,025
ERM	1	Serials Solutions	N/A	12,075	12,075	N/A	N/A	12,075
Total								
Maintenance								
Self-Check	1	Polaris	N/A	90	90	N/A	N/A	90
Redundancy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Open URL Link Resolver	1	Serials Solutions	N/A	10,500	10,500	N/A	N/A	10,500
ERM	1	Serials Solutions	N/A	11,500	11,500	N/A	N/A	11,500
Total								
Services								
Self-Check	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Redundancy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Open URL Link Resolver	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ERM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total								

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Form B-11A
Ancillary Hardware, Software and Services

	Number of Units	Manufacturer	Model#	Unit Price	Total for new units	Unit trade-in Price	Total trade-in Price	Total for new units minus total for trade-in units
Hardware								
Polaris ExpressCheck Std. inc. Software	1	Polaris	N/A	5,908	5,908	N/A	N/A	5,908
Polaris ExpressCheck Std. inc. Software & Ecommerce	1	Polaris	N/A	6,658	6,658	N/A	N/A	6,658
Polaris ExpressCheck RFID inc. Software	1	Polaris	N/A	8,398	8,398	N/A	N/A	8,398
Polaris ExpressCheck RFID inc. Software & Ecommerce	1	Polaris	N/A	9,098	9,098	N/A	N/A	9,098
Overhead Custom Signage Bracket Kit	1	Polaris	N/A	300	300	N/A	N/A	300
RFID Staff Station Tray Only	1	Polaris	N/A	450	450	N/A	N/A	450
Polaris Wireless Access Management inc. Software	1	Polaris	N/A	2,475	2,475	N/A	N/A	2,475
Wireless Hardware Upgrade	1	Polaris	N/A	175	175	N/A	N/A	175
Imageteam Laser Scanner	1		3800LR	250	250	N/A	N/A	250
Receipt Printer	1		TSP700	360	360	N/A	N/A	360
Terminal Server	1	Dell	R200	2,906	2,906	N/A	N/A	2,906
Phone Notification Server	1	Dell	2900	8,479	8,479	N/A	N/A	8,479
Card-swipe hardware for Ecommerce	1	Polaris	N/A	250	250	N/A	N/A	250
Dell Rack 4210 42U w/doors, panels, keyboard, 17" LCD	1	Dell	220-4494	3,410	3,410	N/A	N/A	3,410
EMC CX4 Model 240 Storage System	1	60 x 146GB drives	EMC CX4 240	192,618	192,618	N/A	N/A	192,618
ML6010 Fibre Channel Tape Backup Auto Loader with Symantec Backup Software	1	Dell	ML6010	21,000	21,000	N/A	N/A	21,000
Total								

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	Number of Units	Manufacturer	Model#	Unit Price	Total for new units	Unit trade-in Price	Total trade-in Price	Total for new units minus total for trade-in units
Software								
Polaris Inventory Manager	1	Polaris	N/A	2,000	2,000	N/A	N/A	2,000
Children's interface to PAC	1	Polaris	N/A	3,500	3,500	N/A	N/A	3,500
Polaris Export Express	1	Polaris	N/A	10,000	10,000	N/A	N/A	10,000
Course Reserves	1	Polaris	N/A	5,000	5,000	N/A	N/A	5,000
Titles-To Go	1	Polaris	N/A	500	500	N/A	N/A	500
Terminal Server Windows 2008 License	1	Microsoft	N/A	372	372	N/A	N/A	372
Terminal Server Client License	1	Microsoft	N/A	22	22	N/A	N/A	22
Phone Notification Server Windows 2008 License	1	Microsoft	N/A	115	115	N/A	N/A	115
Microsoft Windows 2008 Client Access Licenses	1	Microsoft	N/A	8	8	N/A	N/A	8
Multilingual PAC – other languages	1	Polaris	N/A	TBD	TBD	N/A	N/A	TBD
Federated Searching	1	TDNet	N/A	TBD	TBD	N/A	N/A	TBD
Digital Media – Reserve Management & Ecommerce Upgrade	1	Polaris	N/A	5,000	5,000	N/A	N/A	5,000
Additional Custom Programming projects for duration of contract	200 hours	Polaris	N/A	220	44,000	N/A	N/A	44,000
Total								

	Number of Units	Manufacturer	Model#	Unit Price	Total for new units	Unit trade-in Price	Total trade-in Price	Total for new units minus total for trade-in units
Maintenance								
Polaris Inventory Manager	1	Polaris	N/A	500	500	N/A	N/A	500
Children's interface to PAC	1	Polaris	N/A	650	650	N/A	N/A	650
Polaris Export Express	1	Polaris	N/A	2,000	2,000	N/A	N/A	2,000
Course Reserves	1	Polaris	N/A	1,200	1,200	N/A	N/A	1,200
Titles-To Go	1	Polaris	N/A	N/A	N/A	N/A	N/A	N/A
Digital Media – Reserve Management & Ecommerce Upgrade	1	Polaris	N/A	900	900	N/A	N/A	900
Federated Searching	1	TDNet	N/A	TBD	TBD	N/A	N/A	TBD
Multilingual PAC – other languages	1	Polaris	N/A	TBD	TBD	N/A	N/A	TBD
Polaris ExpressCheck Std. inc. Software	1	Polaris	N/A	250	250	N/A	N/A	250
Polaris ExpressCheck Std. inc. Software & Ecommerce	1	Polaris	N/A	400	400	N/A	N/A	400
Polaris ExpressCheck RFID inc. Software	1	Polaris	N/A	250	250	N/A	N/A	250
Polaris ExpressCheck RFID inc. Software & Ecommerce	1	Polaris	N/A	400	400	N/A	N/A	400
Polaris Wireless Access Management inc. Software	1	Polaris	N/A	250	250	N/A	N/A	250
Extended warranty coverage of server hardware	1	Polaris	N/A	50,000	50,000	N/A	N/A	50,000
Total								

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	Number of Units	Manufacturer	Model#	Unit Price	Total for new units	Unit trade-in Price	Total trade-in Price	Total for new units minus total for trade-in units
Services								
Digital Media – Half Day Webinar Training	Half Day	Polaris	N/A	600	600	N/A	N/A	600
Digital Media Data Conversion and Load	1	Polaris	N/A	TBD	TBD	N/A	N/A	TBD
Polaris Export Express – 1 hour Webinar Training	1	Polaris	N/A	125	125	N/A	N/A	125
ZMARC Authority Subscription License	1	Polaris	N/A	1,275	1,275	N/A	N/A	1,275
ZMARC Bibliographic Subscription License	1	Polaris	N/A	1,775	1,775	N/A	N/A	1,775
ZMARC Audio/Visual Subscription License	1	Polaris	N/A	1,000	1,000	N/A	N/A	1,000
Weekly Update to Authority Header	1	Polaris	N/A	1,800	1,800	N/A	N/A	1,800
Application Training days	15	Polaris	N/A	1,800	1,800	N/A	N/A	1,800
Per additional person at training session		Polaris	N/A	250	250	N/A	N/A	250
Additional On-Site training per diem inc. expenses	1	Polaris	N/A	1,800	1,800	N/A	N/A	1,800
Additional On-Site installation per diem inc. expenses	1	Polaris	N/A	1,800	1,800	N/A	N/A	1,800
Additional Custom Programming – per hour	1	Polaris	N/A	220	220	N/A	N/A	220
Post GoLive Data extraction services	1	Polaris	N/A	7,500	7,500	N/A	N/A	7,500
Total								
GRAND TOTAL								

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Exhibit C
Acceptance Criteria

DELIVERABLE ACCEPTANCE FORM
PHASE 1,
PROJECT: Integrated Library System

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and Polaris Library Systems (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 1,

Deliverable Description: During Phase 1, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 1 deliverables described in the table below. Acceptance by the County of all the Phase 1 deliverables allows Contractor to submit and invoice in accordance with Milestone 1 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

1.0: PHASE ONE

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
1.1	Project Administration		Library		
1.1.1	Contract finalized and approved by Board		Library	1	1
1.1.2	Assign Project Implementation Team	Assign Project Implementation Team which consists of Implementation Manager- responsible for implementing the Project Plan, Data Migration Specialist, Site Manager – stays with the Library after implementation process, Microsoft Certified Technician	Polaris	1	1
1.1.3	Project Kickoff	Initial teleconference to discuss project timeline, responsibilities, team members, team assignments, communications, the implementation process, review site readiness plan, and discuss project risks and plans to manage these risks. Deliverable: Finalized Implementation Schedule; Contact information for Project Implementation Team; Finalized Site Readiness Plan; Project Risks List with staff assigned to manage these risks	Polaris/Library	1	1

1.1.4	Facilitate Weekly Conference Calls	Facilitate weekly conference calls with the Library to review the status of projects and discuss and resolve areas of concern and /or risks. Deliverable: Status Reports After each Call			
1.1.5	Send implementation materials to Library		Polaris	2	2
1.1.6	Deliver Documentation	As specified in Form B-5 herein. Contractor authorizes County to revise as needed and post the documentation on the Library's Internal Network and to reproduce paper copies as needed.	Polaris	2	2
1.1.7	Network load test transaction profile	Library provides transaction profile for network load test to Polaris Library Systems as a prerequisite for Polaris beginning development of Network Load Test software, data, and scenarios	Library	1	3
1.1.8	Specification of custom programming	• To make new items that are checked in using circulation automatically received in acquisitions • To allow for patron ratings in homebound • Automatically charge fee for borrower by mail • Using selection lists in acquisitions	Polaris/Library	1	4
1.1.8.1	Specification of new functionality	Development of written specifications for custom programming, through interviews with key MDPLS staff. This includes: • Librarything • Spanish and French IVR • Text Messaging • Merging Patron records • Allowing certain fields to be unique in Circulation and Acquisitions • Creating a message for patrons • OPAC on PDA	Polaris/Library	1	4
1.1.8.2	Software development and testing	Coding, testing, and deployment of custom programming identified in Task 1.1.8.1.	Polaris	4	40

1.1.9	Implementation visit	3 days on site to discuss the implementation process, including the logistics of receiving and swapping out the old hardware in Automated Services at Main Library; policy file creation; data migration issues, including data mapping; project planning, and staff client system administration. Polaris staff will provide advice on all options and parameters the Library has available for use in the software and provide assistance in setting all parameters. The implementation site visit requires the participation of the library system administrator(s) as well as representatives from each of the library's administrative units involved or affected by the implementation of Polaris ILS. Deliverable: Data Extraction and Conversion Plan	Polaris/Library	4	4
1.1.10	Library works on profiles		Library	4	7
1.1.11	Library delivers profiles to Polaris		Library	7	7
1.1.12	Profile input		Polaris	7	8
1.1.13	Profile review and signoff		Library	8	8
1.2	**Hardware Install/Delivery**		Polaris		
1.2.1	HW/SW Purchase/Delivery to Syracuse	Ordering and delivery of the following hardware and software components to Polaris Library Systems' facility in Syracuse, NY,in accordance with configuration specified in B-2 herein. • Production Server/Application Server • Test/Training Server • WebPortal/PAC Servers • Interactive Voice Notification Server • Terminal Servers • Digital Media Management Server • Reports Writing Server • Storage Area Network(EMC CX4 Model 120	Polaris	1	4

		Storage System and PowerVault 114T LTO-3 External Tape Unit) • Digital Media Server • Power cords • Dual Network switches • Dual Network/Fibrechannel cables • Operating systems for all servers			
1.2.2	HW/SW Staging in Syracuse	Installation and configuration of software, including enterprise staff and OPAC licenses, specified in Form B-4 herein, including: • Operating systems/networking/ database management software • SAN • Polaris ILS Server including OPAC, Staff Searching, Circulation and Backup Circulation, Cataloging and Authority Control, Serials, Acquisitions, Homebound, Media Scheduling, Inventory • SimplyReports (site license) • Spanish language interface to PAC (site license) • Haitian Creole language interface to PAC (site license) • Homebound (Outreach) Services (site license) • Interactive Voice Notification (site license) • Collection Agency interface to Unique Management (site license) • Self-Check Interface (site license) • Envisionware Interface • Evanced Solutions Interface • NextReads Interface • Z39.50 • Syndetics Enhanced Datacontent • RSS Feed • Metasearching • Polaris Fusion Digital Collection Management (site license)	Polaris	5	5

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		• URL Detective (site license) • EDI for 5 vendors • API for PAC • Serials Prediction Pattern Templates • Interactive Voice Notification • E-mail Notification • Data Mailer • Other messaging • Electronic Payment Patrons and Staff • PDA Interface for Circ • Remote Patron Authentication • Bookmobile • Interlibrary Loan • Bulk e-mail • Security alert • Secure Socket Layer • Data subscription services			
1.2.3	System Config/Test	Configuration and testing of complete server hardware and software configuration, including operating system, database management system, and Polaris ILS software.	Polaris	6	11
1.2.4	Deinstall/Ship/Install at Miami-Dade	Deinstallation of all hardware components, shipping and delivery to server facility at Miami-Dade Public Library, and on-site physical installation of servers and related hardware into racks. Form B-5 herein. Re-configuring, staging, and implementing software on existing hardware specified on Form B-3 herein.	Polaris	12	14
1.2.5	Network/Integration Testing	Testing server network connections	Polaris	15	18
1.2.6	Site Prep	Library completes configuration of power, cooling, rack configuration, and other site readiness tasks in preparation for arrival of servers	Library	1	11
1.3	**First Test Data Load**				
1.3.1	Data Report before extraction and migration	Deliverable: Comprehensive report before data migration to provide a full picture of the number and types of records	Polaris/Library	4	4
1.3.2	Data pull #1		Polaris	5	5

1.3.3	Data mapping for first data load		Polaris/Library	6	7
1.3.4	Data mapping review and signoff	Validation of data mapping and signoff	Polaris/Library	8	8
1.3.5	Load, index, link data from data pull #1		Polaris	8	9
1.3.6	Onsite Profile/Data Review Visit (2 days)	2 days on-site visit, to provide guidance and interactive assistance in reviewing the results of the test data loads. The legacy data will be retained for at least one (1) year after GoLive in order to ensure that any missing data can be retrieved and loaded.	Polaris/Library	10	10
1.3.7	Data Report after extraction and migration	Deliverable: Comprehensive report after data migration to provide a full picture of the number and types of records	Polaris/Library	10	10
1.3.8	Library review of profile and first data load		Library	11	12
1.4	**Network Load Test**				
1.4.1	Load test software development		Polaris	2	13
1.4.2	Load test scenario development		Polaris/Library	8	12
1.4.3	Load test data preparation		Polaris	8	12
1.4.4	Load test workstation setup		Polaris/Library	11	12
1.4.5	Load test measurement tool installation and testing		Polaris	12	12
1.4.6	Library completes network upgrade		Library	12	12
1.4.7	Load test execution		Polaris/Library	16	17
1.4.8	Load test results reporting		Polaris	17	18
1.5	Workflow Consultation, Tech Services	8 days on-site Technical Services workflow analysis covering the following subsystems: • Acquisitions • Serials • Cataloging	Polaris/Library	10	11
1.6	**Training facility preparation**				
1.6.1	Workstation setup		Library	10	10

1.6.2	Client installation		Library	10	10
1.6.3	Workstation table setup (load test)		Polaris	10	10
1.6.4	User setup (load test)		Polaris	10	10
1.6.5	Permission group entry (load test)		Polaris	10	10
1.6.6	Restage for training (users, workstations, permission groups)	After completion of network load test	Polaris/Library	18	18

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____
General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM SETUP
PHASE 2
PROJECT: Integrated Library System

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and Polaris Library Systems (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 2

Deliverable Description: During Phase 2, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 2 deliverables described in the table below. Acceptance by the County of all the Phase 2 deliverables allows Contractor to submit and invoice in accordance with Milestone 2 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

2.0: PHASE TWO

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
2.1	**Training, System Administration**	Polaris system administration training as specified in Form B-6 herein			
2.1.1	Training, System Admin, Session #1	Training for Automated Services Director, ILS Group (3 days on site)	Polaris/Library	20	20
2.1.2	Training, System Admin, Session #2	Training for Network Group, Technicians (2 days on site)	Polaris/Library	21	21
2.1.3	Training, System Admin, Session #3	Training for Web/Programmers (1 day on site), to cover the Polaris PAC API	Polaris/Library	21	21
2.2	**Second Test Data Load**				
2.2.1	Data pull #2	Data extracted from the legacy ILS, including the following: • Bibliographic records (titles)- MARC and Non-MARC • Authority records	Polaris	22	22

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		• Item records (copies)
		• Patron records
		• Circulation transaction records- Existing circulation transactions will maintain the original dates, not be reset to the date of the data load
		  o Charges
		  o Fines
		  o Fees
		  o Bills
		  o Reserves (holds)
		  o Patron Account information
		  o Messages
		• Serial holdings, issue items, vendors, checkin, Mapping of serials patterns to Polaris Serials Prediction Pattern Templates
		• Acquisition records including only the following:
		  o On-order item records
		  o Vendor records
		  o PO numbers to be embedded in on-order item records
		• Homebound customer records, reading logs/history and ratings
		• Form B-5 herein.			

2.2.2	Load, index, link data from data pull #2	Mapping and loading of all data elements extracted from the legacy ILS into the Polaris ILS	Polaris	23	24
2.2.3	Library review of second data load	Review of data mappings and profile settings	Library	25	26
2.3.4	EDI Setup	Setup and configuration of electronic ordering with the following five vendors • Baker & Taylor • BWI • Brodart • Midwest Tape • Ingram	Polaris	27	27

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2.6	**Training, Patron Services**	Polaris ILS application training as specified in Form B-6 of the RFP response. 10 days on-site training covering the following subsystems: • PAC • Patron Services • Cataloging • Digital Media Management (Fusion), PAC portion			
2.6.1	Training, Patron Services, Session 1	5 days on site, up to 15 trainees	Polaris/Library	26	26
2.6.2	Training, Patron Services, Session 2	5 days on site, up to 15 trainees	Polaris/Library	26	26
2.7	**Training, Technical Services**	Polaris ILS application training as specified in Form B-6 herein. 8 days on-site training covering the following subsystems: • Acquisitions • Serials • Digital Media Management (Fusion), Staff portion			
2.7.1	Training, Tech Services, Session 1	4 days on site, up to 15 trainees	Polaris/Library	27	27
2.7.2	Training, Tech Services, Session 2	4 days on site, up to 15 trainees	Polaris/Library	28	28
2.8	Training, Remaining Library Staff	Training of all remaining staff, to be conducted by the Library	Library	29	44

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____
General Comments: _____
_____
_____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM
PHASE 3
PROJECT: Integrated Library System

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and Polaris Library Systems (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 1

Deliverable Description: During Phase 3, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 3 deliverables described in the table below. Acceptance by the County of all the Phase 3 deliverables allows Contractor to submit and invoice in accordance with Milestone 3 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

3.0: PHASE THREE

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
3.2	Cluster failover testing		Polaris/Library	42	43
3.4	**Integration testing**				
3.4.1	Creation of test plan			23	24
3.4.2	3M Selfcheck		Library	28	28
3.4.3	Email notices		Library	28	28
3.4.4	Interactive Voice Notification		Library	29	29
3.4.5	UMS		Library	29	29
3.4.6	E-Commerce		Library	30	30
3.4.7	WebCheckout		Library	31	31
3.4.8	Envisionware		Library	31	31
3.4.9	E*vanced		Library	31	31
3.4.10	EDI		Library	32	32
3.5	Polaris staff client deployment		Library	36	36
3.6	Polaris staff client update deployment testing		Library	37	37

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3.7	Transfer of users and workstations to production database		Polaris	36	36
3.8	Entry of permission groups on production server		Library	36	44
3.9	Pre-Live Coordination with UMS		Polaris	42	42
3.10	**Production Data Load**				
3.10.1	Production profile and data mapping signoff				

3.10.2	Production data pull	Data extracted from the legacy ILS, including the following:
		• Bibliographic records (titles)- MARC and Non-MARC
		• Authority records
		• Item records (copies)
		• Patron records
		• Circulation transaction records- Existing circulation transactions will maintain the original dates, not be reset to the date of the data load
		  ○ Charges
		  ○ Fines
		  ○ Fees
		  ○ Bills
		  ○ Reserves (holds)
		  ○ Patron Account information
		  ○ Messages
		• Serial holdings, issue items, vendors, checkin, Mapping of serials patterns to Polaris Serials Prediction Pattern Templates
		• Acquisition records including only the following:
		  ○ On-order item records
		  ○ Vendor records
		  ○ PO numbers to be embedded in on-order item records
		• Homebound customer records, reading logs/history and ratings
			Polaris	45	45

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		Form B-5 herein.			
3.10.3	Load, index, link of production data	The Library will not run its legacy ILS in tandem with Contractor's ILS. The production data pull will be scheduled for an evening after 9:00 p.m. The Library will then use the Contractor's offline mode to circulate items. The extraction, migration and loading of the data will take a maximum of one (1) week.	Polaris	46	46
3.11	**GoLive**				
3.11.1	Create/Deploy Offline Files		Polaris/Library	46	46
3.11.2	Library circulates in Polaris Offline Mode		Library	46	46
3.11.3	Telephony data prep & cleanup		Polaris	46	46
3.11.4	Upload of offline circulation files		Library	46	46
3.11.5	Onsite Go-Live Assistance Visit	3 days on-site, as specified in Form B-5 herein.	Polaris	46	46
3.11.6	Library begins circulation on Polaris		Library	46	46

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____
General Comments: _____
_____
_____

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Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM
PHASE 4
PROJECT: Integrated Library System

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and Polaris Library Systems (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 4

Deliverable Description: During Phase 4, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 4 deliverables described in the table below. Acceptance by the County of all the Phase 4 deliverables allows Contractor to submit and invoice in accordance with Milestone 4 specified in Article 16.6, and authorizes payment by the County of Contractor's invoice.

4.0: PHASE FOUR

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
4.1	**Acceptance Tests**				
4.1.1	Hardware Functionality Test	As detailed in Appendix D of the contract	Library	18	18
4.1.2	Data Load Test	As detailed in Appendix D of the contract	Library	25	50
4.1.3	Software Functionality Test	As detailed in Appendix D of the contract	Library	46	58
4.1.4	Response Time Test	As detailed in Appendix D of the contract	Library	46	50
4.1.5	Reliability Test	As detailed in Appendix D of the contract	Library	46	58
4.2	System acceptance		Library	58	58
4.3	Transition to support		Polaris	58	58

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____

General Comments: _____

_____

_____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

Exhibit D
ILS Network & Transaction Load Test and Acceptance Tests

ILS NETWORK & TRANSACTION LOAD TEST and ACCEPTANCE TESTS

NETWORK AND TRANSACTION LOAD TEST

The purpose of the Network and Transaction Load Test is to assess the ability of the Library's Computer Network to support the System and the ability of the System to handle the Library's current and five (5) year growth transaction load as specified in RFP 643 Appendix S.

Within one hundred and twenty-six (126) days of contract signing, the Contractor will conduct the Network and Transaction Load Test, pursuant to Article 33.1 which will simulate at sites selected by the Library, the volume of transactions across the Library's multi-site network to a server of the same configuration being proposed using a similar transaction mix including, but not limited to, circulation, OPAC, cataloging, serials, acquisitions, 3-M self-check, and Envisionware transactions. The server should be located at the Main Library.

The County will not proceed with the migration until the Network Transaction and Load Test is successful. Should the Contractor not be able to run a successful Network and Transaction Load Test within thirty (30) days from commencement of the Test because of deficiencies in the hardware or software provided by the Contractor, the County may grant additional time or may withdraw from the contract at no cost to the County.

ACCEPTANCE TESTS

In order to ensure that the County has received the value and functionality specified in the Contractor's Response to the Request for Proposal and in the Software documentation, the County may conduct Acceptance Testing to verify that the System functions in conformance with specifications and as warranted.

Testing may be conducted on any combination of the Contractor and third party products.

The tests shall be as follows:

1. Hardware Functionality Test

   The purpose of the hardware functionality test is to verify that the hardware installed by the Contractor (including the ILS, Database and Operating Software) is installed correctly, operational and functional.

   The Contractor shall perform the Hardware Functionality Test on each piece of equipment purchased by the County immediately following its installation at the Library. Library/County staff will be present at the test.

The test should include the disconnection of hardware to include power, data cables, and NIC card. The disconnect should test the redundant components and will include, at a minimum, the following:

- Central processing units(s) diagnostic test;
- Memory unit(s) diagnostic test;
- Disk storage/controller unit(s) diagnostic test (including the writing, reading and erasure of a disc file);
- Clustering, mirroring and redundancy;
- Telecommunications/network interface unit(s) diagnostic test to include network architecture;
- Disaster Recovery process (if applicable);
- Backup/Restore processes;
- Database functionality;
- Verification of fail over of the database by redirecting clients from the original primary server (server A) to the online secondary server (server B). The online database becomes an interim primary server, keeping the database available while the original primary server is offline (server A).

2. Data Load Test

The purpose of the Data Load Test is to verify that the Library's data files were properly processed, documented and migrated from the Horizon System to the Contractor's System. The review will be conducted on all test pulls of data, on the production load of data, and on the gap load. The review may be conducted in conjunction with the software functionality testing, and in any event, shall not extend more than thirty (30) days from the GoLive Date.

During the review period, if it is determined by the County that errors were made by the Contractor during conversion that resulted in data that failed to conform to the Library's system profile, then the Contractor shall correct those errors at no cost to the County. The Contractor will correct any reported problems and the County will re-examine.

The Data Load test shall be successfully completed when all of the data segments have been transferred and each of the data sets has been verified by the County.

In the event that, at the conclusion of the review period, the Contractor has failed to successfully migrate all data as listed in the Scope of Services, the County may at its option grant the Contractor more time or exercise the remedies listed in this Agreement.

3. Software Functionality Test

The purpose of the software functionality test is to verify that the Application Software, as a whole and when integrated with all components of the System including any customization performed by the Contractor for the County and any third-party software, meets required functional capabilities of the software, as listed in the documentation and in accordance with the Contractor's response to the Request for Proposal.

Unless otherwise agreed to by both parties, testing will take place over a period ending no later than ninety (90) days from the GoLive Date.

All testing will be performed on the live Library production database and/or the testing database. During the testing period, the County may verify functions that the contract, the Contractor's RFP response, software documentation, and training materials indicate the software will perform, and submit any exceptions to the Contractor in writing.

Functions that do not operate according to specification shall be noted and immediately reported in writing to the Contractor.

The Contractor shall clarify and resolve all reported problems within thirty (30) days of receipt of report, or provide the County with a written estimate of when resolution will occur. Within seven (7) days of receipt of notice of resolution from the Contractor, the County shall retest the function and confirm that the function has or has not been resolved.

All software functionality tests will be conducted from Library-provided workstation(s) connecting to the live Library production database and/or the Training Database.

Software functional testing may be performed on all software listed under Form B-4. Testing may also be applied to any interfaces to Library software that the Contractor creates at the request of the County.

The software functionality test will be successfully completed, the software formally accepted in writing, and the County obligated to pay any relevant invoice(s) when:

The County, at its option, (1) waives its right to perform any or all of the tests set forth under this Schedule. Should the County waive its right to perform any or all of the tests, that action does not absolve the Conractor from its requirement to have all functionality operational. Should the County discover and report to the Contractor, at a later date, that some functionality does not work, the Contractor is obligated to fix the functionality as per the warranty and maintenance agreements. (2) The County concludes such tests within the allowable test period and immediately informs the Contractor, in writing, of their successful completion or each problem properly reported through the end of the test period has been resolved and retested to the County's satisfaction.

In the event that the software functionality tests do not fall within the accepted parameters, and the Contractor has not responded with a formulated plan for problem resolution within five (5) business days of the end of the test period, the County may at its discretion:

- Grant the Contractor further time to resolve the problem
- Accept the solution temporarily and receive a $500 credit per day from the next year's maintenance contract for each day that the software continues to be deficient.

These remedies shall be non-exclusive remedies in the event the Contractor is unable to pass any software functionality test within ninety (90) days of commencing the test, and the County may have additional remedies under law.

4. Response Time Test and Procedures

The intent of the response time test is to demonstrate that the System is meeting the warranted performance level and function (as set forth in Table 1 below) under normal and peak load across the entire network.

If successful, the completion of the test will be verified in writing by the County.

This test will be initiated only after the successful completion of the Network and Transaction Load Test and, therefore, in the event that the response times do not fall within the parameters defined under Table 1 then the Contractor shall be so notified in writing by the County, and both parties shall work together to determine and eliminate the cause of the response time failure.-This process of elimination will include, but may not be limited to, performing response time tests directly at the server (s) via a high-speed local area network.

In the event that such a response time failure relates to the System, or components of the System, as supplied by the Contractor under this Contract, then the Contractor shall provide the County with a plan for problem resolution within five (5) business days of such mutual concurrence. Said plan must be implemented within thirty (30) calendar days of presentation to and agreement by the County. Following the resolution by the Contractor of the response time test failure, the response time test will be repeated and the results evaluated.

These remedies shall be non-exclusive remedies in the event the Contractor is unable to pass any response time test within ninety (90) days of commencing the test, and the County may have additional remedies under law.

The test must be completed, or waived by the County, within thirty (30) days commencing on the GoLive Date.

Response time shall be the interval of time between the moment when the operator at the workstation completes the input of a command or data by pushing the "return" key or by completing a label scan, as applicable, and the completion of the response from the workstation indicating either the result of the transaction or the readiness of the workstation to accept further data or the next transaction.

All records and logs made during the test shall be available for inspection by representatives of the Contractor and the County during and after the test.

Transactions with multiple steps shall include timings for each step. The average response time is computed by summing the response times for all steps for a given type of transaction and dividing the total by the number of timings.

Resposne time should be no greater than two seconds on an unloaded network and no greater than five seconds on the fully functioning Library Computer Network.

Table 1.
Response Time Table for Library System

Response Time Requirements
Normal - Peak Load

Type of Transaction	Expected Response in Seconds	Range (Y/N)	Successfully Tested Date
Check-out	1 - 2	_____	_____
Renewal (excluding Renew All)	1 - 2	_____	_____
Check-in	1 - 2	_____	_____
Fines: Payment at check-in	1 - 3	_____	_____
Search: Item Record	1 - 3	_____	_____
(- expected response time based on item barcode search)			
Modify: Item Record	1 - 3	_____	_____
Search: Patron Record	1 - 3	_____	_____
Modify: Patron Record	1 - 3	_____	_____
Save: Hold Request	1 - 2	_____	_____
Searches:			
(truncated searches not applicable)			
-Keyword	1 - 2	_____	_____
-Keyword/Author	1 - 2	_____	_____
-Keyword/Title	1 - 2	_____	_____
-Browse/Author	1 - 2	_____	_____
-Browse/Title	1 - 2	_____	_____
-Keyword/Advanced	2 - 3	_____	_____
-LCCN	2 - 3	_____	_____
-ISBN	2 - 3	_____	_____
-Author Heading	1 - 2	_____	_____
- Subject Heading	1 - 2	_____	_____
Save: Purchase Order	2 - 3	_____	_____
Save: Purchase Order Line Item	2 - 3	_____	_____
Release: Purchase Order	2 - 3	_____	_____
Receive: Purchase Order	2 - 3	_____	_____
Check-in: Serials Issue Record	2 - 3	_____	_____
UnCheck-in: Serials Issue Record	2 - 3	_____	_____

The Response Time Test shall be successful if:

All transactions complete successfully, e.g., the workstation did not hang within the times listed in Table 1.

The Contractor shall bear its own expenses (if any) for the performance of the response time test.

5. Reliability Test

The purpose of the Reliability Test is to determine that the System will operate in a normal operating environment for an extended period of time with a performance reliability level of at least 99.9 percent. The test will commence on GoLive date and will continue for a period of ninety (90) consecutive days. The System must be available for 99.9 percent of the twenty-four (24) hours of each calendar day.

The County and the Contractor will maintain an operational log. Each downtime occurrence, as defined below, shall be measured, calculated, and logged in the operational log.

Contractor agrees to an uptime performance of 99.9% calculated on a monthly basis excluding any event or condition not caused in whole or in part by the Contractor, including but not limited to: power, air conditioning, internet failure, and scheduled maintenance.

In the event that at any time during the test, the cumulative downtime exceeds the allowable .1 percent for the entire test, the test shall automatically restart at the point that the Contractor has resolved the problem.

The Reliability Test shall be successfully completed when the System has run ninety (90) consecutive days with 99.9 percent up time or greater.

Immediately upon the successful completion of all the tests set forth herein, the County will notify the Contractor in writing of its acceptance of the System.

Exhibit E
Escrow Agreement

THREE-PARTY MASTER DEPOSITOR

ESCROW SERVICE AGREEMENT

Master Deposit Account Number: 32488

1. Introduction.

This Escrow Service Agreement (the "**Agreement**") is entered into by and between _ GIS Information Systems, Inc._____, ("**Depositor**") and its affiliates and subsidiaries, and by any additional party enrolling as a "**Beneficiary**" upon execution of the Acceptance Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") on this 4 day of OCTOBER, 2007 (the "**Effective Date**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.

This agreement is valid until 8/31/07. Agreements not executed by 8/31/07 require an updated Exhibit A.

(b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all Required Information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.

(c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.

(e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.

(f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other party to approve the joint instructions.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

(a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date("**Initial Term**") and will automatically renew for additional one (1) year terms ("Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to cancel this Agreement ; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified in the Introduction section, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

(b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement)so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. General Indemnity.

Subject to Section 10, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. Warranties.

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.

(b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

(d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. Confidential Information.

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not disclose, transfer, make available or use the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) DAMAGE TO TANGIBLE PROPERTY (EXCLUDING THE DEPOSIT ITEMS); (IV) THEFT; OR (V) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

(a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Arizona, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement

(f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).

(g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The

This agreement is valid until 8/31/07. Agreements not executed by 8/31/07 require an updated Exhibit A.

Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

(i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.

(j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.

(k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.

(l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) it's costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Arizona law. Unless otherwise agreed by the Parties, arbitration will take place in Phoenix, Arizona, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

(p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.

(q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

(r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding

approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties

(s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(u) Affiliates. "Affiliates", as used herein, shall mean those entities controlled by, or under common control with, a Party to this Agreement. For purposes of the foregoing definition "control" (including "controlled by" and "under common control") shall mean ownership of, or the right to acquire: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty (50%) of the voting stock of a corporation, or (c) not less than fifty (50%) ownership interest in a partnership or other business entity. It is the intention of the parties (i) that each Affiliate shall be bound by the terms and conditions of this Agreement, (ii) that all of the services provided under this Agreement be made available to each Affiliate, (iii) each Affiliate shall be entitled to enforce this Agreement against Iron Mountain and that (iv) each Affiliate shall be a third party beneficiary of this Agreement.

(v) Cancellation. The Parties understand and acknowledge that this Agreement may be subject to cancellation under Section 38-511, Arizona Revised Statutes (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in Section 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

Note: If contracting electronically via the online portal, clicking the "I Accept" button displayed as part of the ordering process, evidences agreement to the preceding terms and conditions (the "Agreement"). If you are entering into this Agreement via the online portal on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button.

DEPOSITOR		IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
PRINT NAME:	William Schichling	PRINT NAME:	John F. McLaughlin Jr.
TITLE:	President	TITLE:	Manager, Quality Control
DATE:	10-3-07	DATE:	10/4/07
EMAIL ADDRESS	williamschichling@nowashoray.com	EMAIL ADDRESS:	inmclaughlin@ironmountain.com

Approved as to Operational Content:
Iron Mountain Operations

Name: Felicia Ford
Date: September 18, 2007

Approved as to Form and Legal Content:
Iron Mountain Legal Department

Thomas Lane, Contracts Specialist
Date: 09/28/07

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, AND BILLING CONTACT INFORMATION TABLE FOLLOW ON THE NEXT PAGE

This agreement is valid until 8/31/07. Agreements not executed by 8/31/07 require an updated Exhibit A.

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

TITLE:	PRESIDENT
EMAIL ADDRESS	william.[illegible]@polarslibrary.com
STREET ADDRESS	103 COMMERCE BLVD
PROVINCE/CITY/STATE	LIVERPOOL
POSTAL/ZIP CODE	NY 13088
PHONE NUMBER	800-272-3414
FAX NUMBER	315-457-5883

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	GREG BROWN
TITLE:	CONTROLLER
EMAIL ADDRESS	greg.brown@polarslibrary.com
STREET ADDRESS	103 COMMERCE BLVD
PROVINCE/CITY/STATE	LIVERPOOL NY
POSTAL/ZIP CODE	13088
PHONE NUMBER	800-272-3414
FAX NUMBER	315-457-5883

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED **EXHIBIT A - Escrow Service Work Request - Deposit Account Number:** 32488

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT DEPOSITOR All services provided below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
☒ Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	$2,250		☒ Depositor - OR - ☐ Beneficiary
☒ Deposit Account Fee - Including Escrow Management Center Access	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be securely stored in controlled media vaults. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply.		$1,000	☒ Depositor - OR - ☐ Beneficiary
☒ Beneficiary - Fee including Escrow Management Center Access	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account; where possible, Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		$700	☒ Depositor - OR - ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		$1000	☐ Depositor - OR - ☐ Beneficiary
☐ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement		$700	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	$375	☐ Depositor - OR - ☐ Beneficiary
☐ Add File Comparison and Analysis Test	Iron Mountain will fulfill a Work Request to perform a File Comparison and Analysis Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, assurance of completed deposit questionnaire, and analysis of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material.	$2,500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the File Comparison and Analysis Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Usability Test - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Usability Test - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one Deposit Compile Test Full Usability which includes a confirmation that the built applications work properly when installed. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store deposit materials in one additional location as defined within the Service Agreement. Duplicate storage request may be in the form of either physical media or electronic storage.	N/A	$500	☐ Depositor - OR - ☐ Beneficiary
☐ Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	$500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	$175/hour	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	$500	N/A	☐ Depositor - OR - ☐ Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

EXHIBIT B

DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: Polaris Library Systems dba GIS IS ESCROW ACCOUNT NUMBER: 32488
DEPOSIT NAME Polaris ILS Prod Source
AND DEPOSIT VERSION 3.5 (Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY		MEDIA TYPE	QUANTITY
☐ CD-ROM / DVD			☐ 3.5" Floppy Disk	
☐ DLT Tape			☐ Documentation	
☐ DAT Tape			☐ Hard Drive / CPU	
			☐ Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
☑ Internet File Transfer	600 MB	16025	548
☐ Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ **Yes or** ☒ **No**

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____
Hardware required _____
Software required _____
Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: (770) 239-9200
Facsimile: (770) 239-9201

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL
Deposit Account Number: 32488

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "**Release Conditions**"):
   (i) Depositor's breach of the Agreement between Beneficiary and Depositor for an Integrated Library System, including the License and Maintenance Agreements (collectively the "Agreement") or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Escrow Service Agreement; or
   (ii) Failure of the Depositor to function as a going concern or operate in the in the ordinary course;
   (iii) Depositor is subject to voluntary or involuntary bankruptcy;
   (iv) Depositor expressly authorizes the Beneficiary in writing to access and use the Deposit Material; or
   (v) Depositor's failure to offer maintenance of Beneficiary's Integrated Library System under the terms of the Agreement or any maintenance offered by Depositor in the future; or
   (vi) Any breach by Depositor of any maintenance obligations pertaining to the software licensed ("Licensed Software") by Depositor to Beneficiary under the Agreement or under any maintenance program provided by Depositor to Beneficiary in the future, but only if (a) the breach substantially impairs or interferes with the Beneficiary's use of the Licensed Software to meet necessary business functions and (b) the use of the Deposit Material is believed necessary by the Beneficiary to enable it to remedy the substantial impairment or interference with the Beneficiary's use of the Licensed Software to meet necessary business functions; or
   (vii) Any rejection or termination of the Agreement by Depositor or its successors or representatives in breach of the Agreement, including in all events any rejection or termination of this Agreement or any proposal to do so under Title 11 of the United States code, as now constituted or hereafter amended ("Bankruptcy Code"), or any other federal or state bankruptcy, insolvency, receivership, or similar law; or
   (ix) Failure of a trustee, including Depositor as debtor in possession, in any bankruptcy case hereafter filed by or against Depositor either to assume the Agreement within fifteen (15) days after the filing of the initial bankruptcy petition or to perform the Agreement within the meaning of Section 365(a)(4)(i) of the Bankruptcy Code.
   (x) Any condition, whether or not qualifying as a breach under the Agreement, having a critical impact on Beneficiary's necessary business functions, such as a continuing loss of service or data, which Depositor cannot or will not assure the Beneficiary will be corrected so to restore necessary business functions using all reasonable means, and the use of the Deposit Material is believed necessary by the Beneficiary to enable it to remedy the condition.

2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work

Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number:_____

Auxiliary Account Number_____

_____("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

This agreement is valid until 8/31/07. Agreements not executed by 8/31/07 require an updated Exhibit A.

EXHIBIT E
ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: _____ with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement.

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

PAYING PARTY COMPANY NAME: GIS INFORMATION SYSTEMS

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	GREG BROWN
TITLE:	CONTROLLER
EMAIL ADDRESS	greg.brown@hotaylibrary.com
STREET ADDRESS	103 COMMERCE BLVD
PROVINCE/CITY/STATE	LIVERPOOL NY
POSTAL/ZIP CODE	13088
PHONE NUMBER	800-272-3414
FAX NUMBER	315-457-5883
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	[illegible]
TITLE:	PRESIDENT
DATE:	10/3/07
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

This agreement is valid until 8/31/07. Agreements not executed by 8/31/07 require an updated Exhibit A.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at mailto: verification@ironmountain.com

This agreement is valid until 8/31/07. Agreements not executed by 8/31/07 require an updated Exhibit A.

EXHIBIT "B"

PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT

ONLINE PUBLIC ACCESS CATALOG (OPAC) DISCOVERY PRODUCT

CONTRACT RFP No. 643

THIS PROFESSIONAL SERVICES, SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND R.R. BOWKER LLC, A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE, HAVING ITS PRINCIPAL OFFICE AT 630 CENTRAL AVENUE, NEW PROVIDENCE, NEW JERSEY 07974

WITNESSETH:

WHEREAS, the Contractor has offered to provide an Online Public Access Catalog (OPAC) Discovery Product, that shall conform to the County's Request for Proposals (RFP) No. 643 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated October 17, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such OPAC Discovery Product for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Change Order" or "Extra Work" or "Additional Work" to mean work resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

b) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Exhibit A), RFP No. 643 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

c) The words "Contract Date" to mean the date on which this Agreement is effective.

d) The words "Contractor" or "Consultant" or "Vendor" to mean R.R. Bowker LLC and its permitted successors and assigns.

e) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

f) The word "Days" to mean Calendar Days.

g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

h) The words "Designated Equipment" shall mean Contractor recommended hardware as specified in this Agreement.

i) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

j) The word "Enterprise License" to mean licensing covering all Miami-Dade Public Library System facilities and staff.

k) The word "Final Acceptance" to mean the successful completion of the Data Load, System Reliability and Response Time tests which demonstrate that all System functions are operational and perform as required by this Agreement and Exhibit A, "Scope of Services."

l) The word "Go Live" or "Go Live Date" to mean the date on which the delivered System is used in a production environment.

m) The word "Library" or "MDPLS" to mean Miami-Dade Public Library System.

n) The word "Licensed Software" to mean AquaBrowser Library Software, the valuable and proprietary computer instruction set owned and developed by Contractor that enables and enhances the search and display capabilities of a library's information systems and online public access catalogs.

o) The word "Maintenance" to mean keeping the Licensed Software in a condition so that it operates as set forth in the documentation and in conformity to this Agreement and Exhibit A, "Scope of Services."

p) The words "Patron," "Customer," or "Borrower" to refer to people using the Library.

q) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

r) The words "Scope of Services" or "Scope of Work" to mean Exhibit A, "Scope of Services" which is incorporated herein and details the work to be performed by the Contractor or Subcontractor.

s) The word "Services" to mean all actions performed or to be performed by the Contractor or its Subcontractors as required by Exhibit A, "Scope of Services."

t) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

u) The word "System" to mean the total complement of software, goods and services, peripherals and all other items tangible and intangible designed to operate as an integrated group.

v) The word "Third-Party" to mean any company or subcontractor, other that the Contractor, who will provide software, hardware, and/or services in order to fulfill the terms and conditions of this Agreement and Exhibit A, "Scope of Services."

w) The word "User" to mean anyone accessing the System, including both staff and patrons.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Exhibit A), 3) the Miami-Dade County's RFP No. 643 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

3.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

3.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

3.4 The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

4.1This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

4.2 The Contractor shall provide the services set forth in Exhibit A, "Scope of Services" attached hereto, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

4.3 The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in Exhibit A: Scope of Services of this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated, subject to the number of units and hourly rates set forth in Exhibit B Summary attached hereto.

4.4 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

4.5 The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding Exhibit A, "Scope of Services." The Contractor agrees to provide input on policy issues in the form of recommendations. Provided that the County and the Contractor agree in writing on the scope, time and cost of the Contractor's implementation of any changes in providing Services hereunder as a result of a policy change implemented by the County, the Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to

implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

5.1 The Agreement shall become effective on the approval of the Miami-Dade Board of County Commissioners and the expiration of any mayoral veto period and shall be for the duration of five (5) years, with five (5) three-year options to renew, at the County's sole discretion.

5.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

5.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor.

ARTICLE 6. SOFTWARE GRANT OF RIGHTS, RESTRICTIONS

6.1 Licenses. Expressly subject to the terms and conditions of this Agreement, and the full payment of the Fees for each license as stated on Exhibit B Forms, "Price Schedule" attached hereto, Contractor hereby grants County, and/or its agents, suppliers and vendors the enterprise, non-exclusive, nontransferable, and non-assignable licenses to use the Licensed Software and the products listed in Exhibit B Forms, "Price Schedule" in order to facilitate access to any and all materials that the MDPLS makes available to its Users. Such license shall include the right of the County to provide the Licensed Software, including the Documentation and Programs therefore, to any other person(s) or entity(ies) for their use in connection with the Library's public access catalogs and library information systems. The license is in effect as long as the Contract is in effect, whether or not the County is paying maintenance.

6.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Contractor, the fees shall be according to Exhibit B Forms, "Price Schedules". All additional licenses purchased shall be documented in writing by the Contractor and amended in Exhibit B Forms, "Price Schedules" if applicable.

6.3 The Contractor shall provide the County with documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

6.4 The County may make as many copies of the Licensed Software as is reasonably necessary to support the Library System.

6.5 The County may use the Licensed Software for the creation of the Library's AquaBrowser Website. The AquaBrowser Website means a representation of the Library's library title catalogue and any other intranet or Internet pages and/or documents (text files, Adobe® pfd-files, Microsoft® Word documents, Rich Text Format files) and/or textual information from other sources, stored and organized in an AquaBrowser Index ("IGOR"). The County may add documents to IGOR but the County acknowledges that this index cannot and may not contain more than 15 GigaByte of textual information unless previously approved by Contractor whose approval shall not be unreasonably withheld.

6.6 The County may Publish one (1) AquaBrowser Website on one unique domain address. "Publishing/Publish" means giving access to the Licensed Software publishing software and the underlying IGOR database to an unlimited number of Internet/ intranet Users.

6.7 Without Contractor's prior written consent the functionality of the Licensed Software may not be used in any way other than as an integral part of the Licensed Software and may only be executed through the Licensed Software interface program.

6.8 All references in this Agreement to the Licensed Software shall include all upgrades or updates thereto and use of such updates are governed by the terms and conditions of this Agreement.

6.9 The County will be responsible for the selection, the implementation, the use and proper application, including the interoperability of the Licensed Software with other technology components to be provided by Contractor. The County is also responsible for adequate data security, including without limitation, organizational measures required to protect data.

6.10 Except as otherwise provided for in this Agreement, the County represents that it shall not, nor shall it permit its employees, agents, Users or any other third party to:

a) translate, reverse engineer, disassemble, decompile, make any other attempt to discover the source, or in any other way modify the Licensed Software program code;

b) remove any proprietary notices, labels or marks placed upon the Licensed Software;

c) utilize any computer hardware or software designed to defeat any protection device contained in or placed upon the Licensed Software;

d) copy the written documentation or print the electronic documentation, other than strictly for the County's own personal use of the Licensed Software under this Agreement;

e) sublicense, rent, lend, lease or transfer in any other way any portion of the Licensed Software;

f) open, access, edit or modify the IGOR-index in any way other than through normal use of the Licensed Software;

g) separate parts of the Licensed Software and use all or any parts of the Licensed Software separately and/or in combination with other software;

h) permit or allow any third party to use the Licensed Software or any parts thereof to produce other software products or to make copies of the Licensed Software.

6.11 Third Party Software. The County shall be responsible at it own expense for providing any third party software as described in Exhibit A, Scope of Services, Server Specifications. The Contractor shall be responsible at its own expense for providing any third party software necessary for the Contractor to perform the Services, and Contractor's warranties in respect to such third party software are stated in Article 31, "Warranties."

ARTICLE 7. DELIVERY AND ACCEPTANCE

7.1 The Contractor shall deliver the programs that will be used to perform the tasks specified in Exhibit A, "Scope of Services."

7.2 Documentation. The Contractor shall make available to the County all Documentation necessary for the Library to use the Licensed Software. The County will have the right, as part of the license granted herein, to make as many additional copies of the Documentation as it may deem necessary and to post the documentation on its Intranet.

7.3 F.O.B. terms. All Software and Deliverables the County ordered shall be delivered F.O.B. Destination, freight, prepaid and allowed. The Contractor shall bear the risk of loss or damage to delivered Licensed Software and/or Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance Tests, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.

7.4 If the Contractor fails to make delivery within the time specified in the applicable Work Order, or if the Licensed Software and/or Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Licensed Software and/or Deliverable or may accept any item of Licensed Software and/or Deliverable and reject the balance of the delivered Licensed Software and/or Deliverable. The County shall notify Contractor of such rejection in writing and specify in such

notice, the reasons for such rejection. Contractor agrees to deliver replacement Licensed Software and/or Deliverables for such items of rejected Deliverables and/or Licensed Software within thirty (30) Days of Contractor's receipt of the County's rejection notice, provided that the County provides Contractor with all reasonable cooperation necessary, if any, to correct the failure.

7.5 The County may delay delivery of ordered Licensed Software, and/or Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Contractor of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Contractor with a new delivery date for such Licensed Software and/or Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the notice of the County's desire to delay delivery. In the event of such delay, the Contractor shall not be responsible for subsequent delayed deliveries of other Licensed Software or Deliverables whose delivery depends on the timely delivery of Licensed Software and/or Deliverables delayed by the County.

7.6 Acceptance. The Services and Software shall be deemed "Accepted" when: the County's acceptance testing is satisfactorily completed with no critical or major defects and the County delivers a signed statement to Contractor accepting all deliverables from Contractor under this Agreement. Notwithstanding anything to the contrary in this Agreement, the County has ten business days to accept or reject the deliverables from Contractor provided under this Agreement. If the County does not submit to Contractor the signed deliverable acceptance form(s) within ten business days after delivery of the deliverable, the deliverable is deemed "Accepted" by the County.

ARTICLE 8. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

The Programs, and each Module or component and function thereof, will be capable of operating fully and correctly in the operating environment identified in Section 2.0, "Scope of Services" and Appendices A-F of RFP 643 ("Operating Environment"). The Contractor hereby warrants and represents that each Program will be fully compatible and will interface completely with each other Program provided hereunder with the Licensed Software, and with the Operating Environment, such that the Operating Environment, Licensed Software and Deliverables combined will perform and continuously attain the standards identified in the applicable section of this Agreement, including but not limited to the performance standards set forth in Exhibit A, "Scope of Services", and Contractor's Proposal. The addition to the Operating Environment of any Equipment that the Contractor provides, and/or any Hardware that the Contractor recommends will not adversely affect performance of the System.

ARTICLE 9. SOFTWARE REVISIONS

Subject to the restrictions in Article 6, "Software Grant of Rights, Restrictions" herein, the County will have the right, in its own discretion, to independently modify any Licensed Software through the services of its employees, agents, contractors or subcontractors and, for such purposes, may disclose the Licensed Software, or any portion thereof, to such employees, agents, contractors or subcontractors. Contractor shall not be responsible for and shall not warrant any modifications to the Licensed Software made by the County pursuant to this Article 9 unless previously approved by the Contractor.

ARTICLE 10. SOFTWARE ENHANCEMENTS/MODIFICATIONS

10.1 Error Corrections and Updates. The Contractor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Contractor's release schedule for a the term of this Agreement. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.

10.2 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Licensed Software. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. If the Contractor wishes to perform such enhancements/modifications, the Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the

enhancements/modifications.

i. After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become part of the license granted to the County hereunder.. Performance of any such modifications shall not compromise the Contractor's warranty obligations.

ii. Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with email or other written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

10.3 If any such enhancements/modification is not acceptable to the County, the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.

ARTICLE 11. SUPPORT AND MAINTENANCE SERVICES

11.1 Contractor Obligations. For so long as the County purchases software maintenance and support services, the Contractor shall furnish to the County, at no additional cost to the County, and provided that the County elects to install same, all Software replacements, substitutions, upgrades, enhancements, new releases or new versions (including all debugging codes for the Software offered to its customers generally). These Software replacements, subscriptions, upgrades, enhancements, new releases or new versions shall be furnished at no additional cost to the County unless they contain only functions that are wholly outside of the System's functionality, performance, capacity or response time as described in Exhibit A, "Scope of Services." The County understands that all releases must be installed separately and that new enhancements, and some bug fixes, are not made available without accepting such releases.

The support and maintenance services listed in this clause 11.1 only comprise the products licensed by the County under this Agreement. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

11.2 Telephone Support. For the term of this Agreement, Contractor shall provide unlimited telephone support for both technical and functional assistance, enhancements and upgrades to the Applications, Web module, and documentation or any other issues that County deems necessary. Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description.

During the Initial Implementation Period as described in Exhibit A, Scope of Services, Contractor shall provide a Project Manager that will have regular weekly meetings to review outstanding issues and a forum for the County to communicate enhancements/upgrades to the application and a Help Desk for both technical and functional support. The Help Desk should maintain an Issues Log and be available as follows:

Service Response Plan:

Contractor will support the Licensed Software and all software modifications to the Products purchased by the County under this Agreement, including all optional modules and ancillary items that are purchased, for the duration of the service contract. In addition, Contractor will provide the following options to help ensure smooth operation of the system:

i. Phone Support. Contractor will provide unlimited live telephone support via Contractor's toll-free number (800) 546-9816. Live telephone support will be available 8:00 a.m. to 9:00 p.m., Monday through Friday, Eastern Standard Time.

ii. Critical issues. Contractor will provide live support including a toll-free number, instant messaging, online system and e-mail 24/7.

iii. Incident reporting and tracking will be available online or by the County sending an email 24 hours a day.

iv. Contractor will remotely access either by VPN, encrypted connection, or dedicated IP addresses.

v. Contractor will perform maintenance on a copy of the OPAC located on Contractor's servers at mutually agreed upon dates and times.

Uptime. Contractor agrees to an uptime performance of ninety-nine point nine (99.9) percent calculated on a monthly basis excluding any event or condition not caused in whole or in part by the Contractor, included but not limited to: power, air conditioning, Internet failure and scheduled maintenance. Calculation of uptime expressly excludes approximately four (4) minutes each evening of downtime due to periodic re-indexing. In the event that the Contractor fails to meet the ninety-nine point nine (99.9) percent performance target on a monthly basis, Contractor will incur an amount of $300 for each month. County agrees to provide Contractor the opportunity to recover the penalty incurred by meeting or exceeding the ninety-nine point nine (99.9) percent target for three consecutive months and by meeting or exceeding the ninety-nine point nine (99.9) percent target over the course of a 12 months period which such period will be coterminous with the maintenance support period.

To provide this additional service, Contractor requires that the customer provide, at minimum, a dedicated phone line in Automated Services located in the Main Library.

The County acknowledges and understands that the Contractor's ability to respond within the times listed in the table below is dependent on the County's fulfillment of its obligation to provide remote access. Response time targets are measured from receipt of first notification by telephone to Contractor's toll-free number (800) 546-9816.

Regular Hours are defined as Monday through Friday, 8:00 a.m. to 9:00 p.m., Monday through Friday, Eastern Time.

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects library productivity or operations. A high impact problem which affects the entire Library System.	One (1) Hour	Four (4) Hours	One (1) Hour
2=Urgent	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	12 hours	One (1) Week for an acceptable work around until final resolution	Weekly Status Call
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

11.3 Email Support. For the term of this Agreement, Contractor shall provide support via email, online support, or phone. The error and priority levels set forth in Article 11.2 above and the response times indicated therein are applicable.

11.4 Escalation Process: When Contractor does not adhere to the above Resolution times, the Library shall have the names, phone, email, beeper or cell number of Contractor staff persons that the Library can contact to escalate critical issues that have not been resolved in a timely manner.

11.5 Payments. Any and all support and maintenance services under this Agreement including any optional services exercised shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Contractor as set forth in Exhibit B Forms, "Price Schedule."

ARTICLE 12. FUNCTIONALLY EQUIVALENT SOFTWARE

Functionally Equivalent Software. For as long as the County remains current on Support and/or the service fees for the Software , the Contractor is obligated to provide maintenance and support pursuant to the contract. In the event that Contractor should wish to discontinue maintenance and support of the then current version of the software as set-forth in Exhibit A or any amendment thereto, and as long as the County is current on Support, Contractor shall be required to

provide to the County, free of charge, and with reasonable time to allow for uninterrupted use by the County, a new version of the software, if one is generally made available to all Contractor customers of the software current on Support, which shall replace the previous version and perform the functions described in Exhibit A, "Scope of Services" or any amendment thereto, and to support and maintain such new version of the software for the balance of the term of this Agreement without additional costs to the County, other than the payment of applicable Support fees.

In the case that Contractor is providing Support of the then current version of the software being used by the County, Contractor shall only provide any new version of the software if the County is current on Support and there are no outstanding account receivables and the new software is generally made available to all Contractor's customers current on Support. Any Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein.

ARTICLE 13. PRICING

Except as otherwise set forth in this Agreement, prices shall remain as stated in this Agreement for the term of the Contract, including pricing as described in Exhibit B Forms, "Price Schedules" for any option or extension periods shall remain fixed at the price stated for year five (5) in Exhibit B Forms, "Price Schedules;" however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The maintenance and support price referenced in Forms B-11 and B-11a will escalate by five percent (5%) per year each year for years three through five of the initial term.

For the initial term of this Contract and any options to renew or extensions exercised by the County, the Contractor agrees to migrate at no additional cost to the County, the installed Licensed Software to the County's new Integrated Library System.

Contractor agrees that any renewal of this Agreement after the expiration of the last option to renew year, either through the extension of this Agreement or the issuance of a replacement Agreement, will be at a price not to exceed a five percent (5%) escalation over the previous year actual hourly rate/price/fees specified or paid.

ARTICLE 14. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager for each area:

Miami-Dade County
Public Library System
101 West Flagler Street
Miami, FL 33130

Attention: Georgina Del Valle
Phone: 305-375-3660
Fax: 305-372-6381
E-mail: delvalleg@mdpls.org

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Julian R. Manduley
Phone: (305) 375- 2179
Fax: (305) 375- 5688
E-Mail: jmandul@miamidade.gov.

(2) To the Contractor:

R. R. Bowker LLC
630 Central Avenue
New Providence, NJ 07974

Attention: Associate General Counsel
Phone: (908) 219-0075
Fax: (908) 219-0187
E-mail: olga.lewnes@bowker.com

With a Copy to:

AquaBrowser North America
460 S. Marion Parkway
#1406C
Denver, CO 80209

Attention: Corrine Kuhl
Phone: (908) 795-3764
Fax: (303) 282-3954
E-mail: corrine@aquabrowser.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 15. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Exhibit B Forms, "Price Schedule". The County shall have no obligation to pay the Contractor any additional sum in excess of what is stated in Exhibit B Forms, "Price Schedule", except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

15.1 License Fee. In consideration of the license rights granted in Article 6, "Software Grant of Rights, Restrictions" above, the County shall pay the applicable Software License Fees or other consideration for the Software and Documentation as set forth on Exhibit B Forms, "Price Schedule." All amounts payable hereunder by the County shall be payable on an annual basis or as they become due. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

15.2 Professional Services. County agrees to pay to Contractor the amounts set forth in this Agreement for the implementation and related costs thereof associated with the completion of the work detailed in Exhibit B Forms, "Price Schedule."

15.3 Fixed Pricing. Prices shall be in accordance with Exhibit B Forms, "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

15.4 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or the arbitrator, not later that sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Library System
101 West Flagler
Miami, FL 33130
Attention: Accounts Payable, Business Office

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

15.5 Payment Schedule. County will pay Contractor in accordance with the Payment Schedule listed below. The deliverables for Milestones 1, 2, 3 are detailed in Exhibit A, "Scope of Services".

Payment Schedule

Milestone	% (rounded to nearest %)	Total Amount Due
Milestone #1 – Phase 1, completion of kick-off meeting and delivery of Project Plan	33%	$29,225
Milestone #2 - Delivery of Proofing Site	34%	$30,110
Milestone #3 – Final Acceptance of the Licensed Software	33%	$29,228
Contract Total Amount:		**$88,563**

ARTICLE 16. METHOD AND TIMES OF PAYMENT

For Services not covered by Article 15.5 of this Agreement, the Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than

once per month, upon invoices certified by the Contractor pursuant to Exhibit B Forms, "Price Schedule." All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Library System
101 West Flagler
Miami, FL 33130
Attention: Accounts Payable, Business Office

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 17. PURCHASE OF OTHER ITEMS NOT LISTED BASED ON PRICE QUOTES

While the County has listed all major items on the solicitation which are utilized by Miami-Dade Public Library System in conjunction with its operations, there may be ancillary items that must be purchased by the Library during the term of this contract. Under these circumstances, a Library representative will contact the primary vendor to obtain a price quote for the ancillary items for those items that are not listed in Exhibit B Forms, "Price Schedule." The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

ARTICLE 18. INDEMNIFICATION AND INSURANCE

Subject to the limitation of liability stated in the following paragraph, Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys'fees which may issue thereon.

NOTWITHSTANDING THE FOREGOING, EXCEPT WITH RESPECT TO THE COMPUTATION OF DAMAGES FOR INFRINGEMENT OF INTANGIBLE PROPERTY SUBJECT TO COPYRIGHT, PATENT RIGHT, TRADE MARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE, OR WHETHER CONTRACTOR HAS BEEN ADVISED OF SUCH DAMAGES.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Intentionally omitted (No company owned automobiles will be used in performance of the Services)

D. Professional Liability Insurance in an amount not less than $1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI- DADE COUNTY RFP NUMBER AND TITLE OF RFP MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

ARTICLE 19. MANNER OF PERFORMANCE

19.1 The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

19.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as

used in this Article shall not require the termination and or demotion of such Contractor's personnel.

19.3 The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

19.4 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

19.5 The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

19.6 The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 20. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

22.1 The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

22.2 The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

22.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

22.4 In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

22.5 The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 23. MUTUAL OBLIGATIONS

23.1 This Agreement, including attachments and Appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

23.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third-party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

23.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 24. DELIVERY AND INSTALLATION

24.1 All installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with the Implementation Schedule, so that such Licensed Software is in good working order and ready for use by the Installation Date set forth in Implementation Schedules.

i. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the

Site(s) to complete Licensed Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to proper installation of the Licensed Software, with the exception of any hardware as specified in the Contractor Response. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.

24.2 Installation testing shall consist of the tests described in Article 32, "Tests" of this Agreement and Exhibit A, "Scope of Services." The purpose of these tests is to demonstrate the complete operability of the Licensed Software System in conformance with the requirements of this Agreement and Exhibit A, "Scope of Services." This will include an actual demonstration of all required Licensed Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies in the Licensed Software System at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, to the extent deficiencies are due to the Licensed Software, and for subsequently satisfactorily demonstrating and/or re-demonstrating Licensed Software System performance. Contractor shall not be responsible for taking corrective measures that are due to deficiencies in the Library System or are otherwise under the control of the County.

24.3 The County will provide Contractor, in a timely manner, with access to the County's server via remote desktop login or other manner as agreed and with the relevant and necessary data or other information required for Contractor's performance under this Agreement.

24.4 In the event the County supplies Contractor with data files or software of third parties to be used in connection with this Agreement and the Licensed Software, the County warrants and represents that it has acquired all rights necessary to multiply, reproduce and (re)use such data files or software. The County shall supply any such third party data files or software at the County's own expense, and with no cost to Contractor.

24.5 The County shall defend, hold harmless and indemnify Contractor from any liability and expense (including, without limitation, reasonable attorney's fees) imposed upon Contractor as a result of any third party claim that Contractor's use of any third party data files or software provided by the County to Contractor pursuant to this Agreement infringes any intellectual property right, including know how, of any third party, provided that the County is promptly notified of any such claim in writing and is given full authority to act in the ensuing proceedings.

24.6 "Library Holdings" means the MDPLS bibliographic and library holdings information and any updates or reloads thereto. County acknowledges and understands that in order to use the Licensed Software and Products provided under this Agreement and in or for Contractor to provide the Services, the Library shall provide Contractor with an electronic copy of the Library Holdings and periodic reloads or updates of the Library Holdings. Contractor shall temporarily store the Library Holdings in order to build a customized set of indexes based on the Library's library bibliographic or holdings information.

ARTICLE 25. REVIEWING DELIVERABLES

25.1 The Contractor agrees to submit all deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in Exhibit A, "Scope of Services" and as specified herein. The Contractor understands that the County shall have the final approval on all deliverables.

25.2 In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with either:

i. a written notification of the County's approval,

ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,

iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

If the County does not submit to Contractor the signed Deliverable acceptance form(s) within twenty (20) business days after delivery of the Deliverable, the Deliverable is deemed "Accepted" by the County.

25.3 Furthermore:

i. For each Deliverable made hereunder, the County shall have twenty (20) business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.

ii. Unless an extension of time has been granted by the County pursuant to Article 34, "Force Majeure" within ten business days after receipt of the County's notification of "disapproval," the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

iii. If after the second review period, the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to either:

a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.

25.4 The County shall have the right to approve or accept part of any deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to a correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 26. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Exhibit A "Scope of Services." The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 27. AUDITS

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters relating to this Agreement. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 28. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 29. SUBCONTRACTUAL RELATIONS

29.1 If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

29.2 The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

29.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

29.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

29.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 30. NONASSIGNABILITY

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County except that Contractor may assign this Agreement to any entity under the common control of its ultimate parent or to a buyer of all or substantially all of the assets of Contractor.

This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 31. WARRANTIES

The Contractor warrants that (i) all Licensed Software provided by the Contractor under this Agreement will be of a compiled high level language that is commercially available and for which software tools are available; (ii) the Licensed Software shall be capable of being copied by the County; (iii) the Licensed Software shall not contain viruses or pre-programmed devices which will cause any software utilized by the County to be erased or become inoperable of processing accurately and in accordance with the warranties specified herein and Exhibit A, "Scope of Services;" and (iv) the Licensed Software and each function thereof shall be capable of operating fully and correctly in the Operating Environment (as defined in Article 8).

31.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to all Licensed Software covered under this Agreement, and all portions thereof, or otherwise have the right to grant to the County the licenses provided in Articles 6, and 7 "Software Grant of Rights", "Delivery and Acceptance", hereof, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein. If Contractor uses any third party software in performing the Services or incorporates third party software in the Licensed Software, Contractor represents and warrants that it has the right to use such third party software and the right to grant to the County use of such third party software as part of the Licensed Software. The Contractor further represents and warrants that the County has the right to modify the Licensed Software as defined in Article 6 "Software Grant of Rights" hereof, for the County's use.

31.2 Limited Warranty. Contractor represents and warrants to the County that the Licensed Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Contractor's then current Documentation for such Licensed Software for and in accordance to the requirements set forth in this Agreement and Exhibit A, "Scope of Services." for a period of one year from the date of Final Acceptance.

31.3 Limitations. Notwithstanding the warranty provisions set forth in Section 31.2 above, all of Contractor's obligations with respect to such warranties shall be contingent on County's use of the Licensed Software in accordance with this Agreement and in accordance with Contractor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Contractor from time to time. The Contractor shall have no warranty obligations with respect to any failures of the Licensed Software which are the result of accident, abuse, misapplication, or extreme power surge. Contractor shall have no obligation to repair defects due to hardware, software or other products or services supplied or rendered by third parties not covered by this Agreement or caused by other causes that cannot be attributed to Contractor. However, Contractor agrees to repair such defect(s) at additional cost mutually agreed upon by both parties

31.4 Contractor's Sole Remedy. In the event the Licensed Software does not satisfy the conditions of performance set forth in this Agreement, Exhibit A, "Scope of Services" and Contractor's Proposal, the Contractor's entire liability and the County's exclusive remedy shall be, at the Contractor's option, either (a) return of the price paid or (b) repair or replacement of the Licensed Software; provided the Contractor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

31.5 The Contractor warrants that at the time of Final Acceptance, the System will function as a fully compatible and integrated unit. The System includes, but is not limited to, all Third-Party software, and services provided as part of this Agreement.

31.6 The Contractor warrants that at the time of Final Acceptance and during the warranty period and the period for which the County is paying maintenance, all individual components of the System, as well as the System as an integrated unit, will function as proposed by the Contractor free of errors and with uninterrupted compatibility and operate together. The Contractor shall pass through to the County all warranties provided to the Contractor by all suppliers providing components

for the System. The Licensed Software shall (i) be free from defects in material and workmanship under normal use and remain in good working order; (ii) function properly and in conformity with the warranties in this Agreement, (iii) meet all of the performance standards set forth in Exhibit A, "Scope of Services" and Contractor's Proposal.

31.7 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE CONTRACTOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR CONTRACTOR'S ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE LICENSED SOFTWARE AND DOCUMENTATION.

i. Any provision herein to the contrary notwithstanding, the maximum liability of Contractor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Licensed Software delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Contractor by the County for the Licensed Software whose license, use, or other employment gives rise to the liability.

31.8 In the event it is demonstrated to the Contractor's satisfaction that a material deficiency in the performance of the Library's Integrated Library System (ILS) has been caused, in whole or in part, by a demonstrated "deficiency in the Licensed Software", the Contractor shall be responsible for the proportionate cost of repairing the deficiency to the Library's ILS, proportionate to the extent such deficiency was caused by the Licensed Software and subject to the limited liability provisions in Article 31.7 above. For the purposes of this Article 31.8, a "deficiency in the Licensed Software" is a deviation from the then current Documentation for the Licensed Software.

ARTICLE 32. TESTS

32.1 Network and Transaction Load Test. Provided that the County provides the Contractor with a complete copy of the Library Holdings, Contractor shall conduct a mutually agreed upon Network and Transaction Load Test, which simulates the volume of transactions across multiple sites for a library the size of Miami-Dade Public Library System, within thirty (30) days of the signing of this Agreement in order to assess the ability of the Library's Computer Network to support the System and the ability of the System to handle the Library's Transaction Load. The results of this Network and Transaction Load Test should be apparent to the County during the testing period and will be repeated by Contractor as necessary.

Contractor will either stipulate that the Library Computer Network is adequate to support the System or identify, and provide costs to remediate, any deficiencies in the network. Should there be deficiencies in the Library Computer Network, the County has the option of upgrading the network or withdrawing from the contract at no expense to the County. In addition, Contractor will either stipulate that the System can handle the Library's current and five-year projected transaction load or the County may, at its sole discretion, offer the Contractor an opportunity to correct the System and retest or withdraw from the Contract at no expense to the County.

32.2 Final Acceptance. Prior to Final Acceptance, the System must pass the following mutually agreed upon Tests: Data Load, Module Functionality, Reliability and Response Time Tests. Final Acceptance will be dependent upon a fully functioning System as specified in this Agreement and Exhibit A, "Scope of Services."

ARTICLE 33. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 34. FORCE MAJEURE

34.1 Performance by each party shall be pursued with commercially reasonable efforts in all requirements under this Agreement; however, except as otherwise expressly provided herein, neither party shall be liable to the other for any loss or damage for delay due to causes that (i) were beyond the reasonable control and (ii) were not caused by the negligence or lack of commercially reasonable efforts of the affected party or its subcontractors or suppliers. The parties agree that, provided the conditions stated in (i) and (ii) above apply, the following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), riot or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics and unusually severe floods. The party affected shall provide written notice to the other party indicating the nature, cause, date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay.

34.2 In the event of any delay resulting from such causes, and provided the affected party has promptly notified the other and exercised commercially reasonable efforts as provided in Article 34.1 above the time for performance under this Agreement (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

ARTICLE 35. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 34, "Force Majeure" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one time period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 36. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 37. TERMINATION FOR CONVENIENCE, SUSPENSION OF WORK, POST TERMINATION

37.1 The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

37.2 In the event of termination of this Agreement pursuant to Article 37.1 above, the County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct costs associated with such termination or cancellation.

37.3 The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

37.4 In the event that the County exercises its right to terminate this Agreement pursuant to this Article 37, the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

37.5 All compensation pursuant to this Article 37 are subject to audit.

37.6 Contractor may terminate this Agreement and the license granted herein due to County's unauthorized use or copying of the Licensed Software and/or documentation and County's failure to comply with the restrictions specified herein upon written notice to the Count y and the County's failure to cure within thirty (30) days.

37.7 In the event of termination of this Agreement for any reason, the County's license to use the Licensed Software shall terminate and County shall (i) immediately stop using the Licensed Software; (ii) remove all Licensed Software components from the System it is used on; (iii) destroy any and all copies of the Licensed Software and all components thereof; and (iv) certify in writing to Contractor that the County has complied with the provisions in this Article.

ARTICLE 38. EVENT OF DEFAULT

38.1 An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under Article 38.2 below;

vii. the Contractor has failed in the representation of any warranties stated herein.

38.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

ARTICLE 39. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured within ten (10) days or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 40. REMEDIES IN THE EVENT OF DEFAULT

In the event the County terminates this Agreement due to an uncured Default by Contractor, Contractor shall return the following fees to the County within thirty (30) days of the date of termination:

(i) If the Default is due to failure of the Licensed Software, the amount of fees paid for the Licensed Software, pro-rated from the date of the failure.

(ii) If the Default is due to any other Default, a pro-rated portion of fees paid for the amount of time that the County did not enjoy the benefit of the service, Deliverable or other subject of the Default.

ARTICLE 41. THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES

The County may avail itself of each and every remedy herein specifically given to it now existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the County, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise , at the same time or thereafter, any other remedy. The County's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

ARTICLE 42. NO DEFAULT

The Contractor represents and warrants that the Contractor is not in arrears to the County and is not a defaulter as a surety or otherwise upon any obligation to the County. In addition, the Contractor warrants that the Contractor has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local governmental entity in the State of Florida, or a public authority in the State of Florida, the Federal Government or any state/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Contractor's

responsibility or qualification to receive public agreements. The Contractor considers this warranty as stated in this Article to be a continual obligation and shall inform the County of any change during the term of this Agreement.

ARTICLE 43. NO THIRD-PARTY LIABILITY

Unless otherwise noted herein, nothing provided herein shall create any rights in any third-party as provided in this Agreement or any obligation on the part of the County to any third-party.

ARTICLE 44. AGREEMENT LIMITING TIME IN WHICH TO BRING AN ACTION AGAINST THE COUNTY

In the event that the Contractor may be deemed to have cause of action against the County, no action shall lie or be maintained by the Contractor against the County upon any claim arising out of or based upon this Contract or by reason of any act or omission of requirement of the County or its agents, unless such action shall be commenced within six (6) months after the date of issuance of the Final Payment, (or if the Final Payment has not been issued, within six months of substantial completion of the Work) or upon any claim relating to monies required to be retained for any period after the issuance of said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement, or if this Agreement is terminated or declared abandoned under the provisions of this Agreement unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the County.

ARTICLE 45. DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating hereto or to the Services hereunder, except as expressly provided herein, the Contractor shall diligently render to the County, after additional compensation is mutually agreed upon, any and all assistance which the County may require of the Contractor.

ARTICLE 46. PATENT AND COPYRIGHT INDEMNIFICATION

46.1 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.

46.2 The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability arising under this Article 46.2.

46.3 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Contractor's option (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s). If Contractor determines that neither of these options are reasonably possible or effective and a court of competent jurisdiction determines that the County's use of any Deliverable actually infringes a third party's proprietary rights, either party may terminate this Agreement and Contractor shall promptly refund to the County one hundred (100) percent of the License fees paid for the Licensed Software and any fees paid for maintenance and support pro-rated from the date of infringement.

46.4 The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may

reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

46.5 The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

This Article 46 is exempt from any limitation of liability referenced within this Agreement including those listed in Article 31.7, and in the event of a conflict, this Article 46 will prevail.

ARTICLE 47. CONFIDENTIALITY

47.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Not withstanding anything else in this Article 47 to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

47.2 Each party agrees that it will: (i) not disclose the other party's Confidential Information to any third party (other than independent contractors as required to meet its obligations set forth in this Agreement); (ii) use the other party's Confidential Information only to the extent necessary to perform its obligations or exercise its rights under this Agreement; (iii) disclose the other party's Confidential Information only to those of its employees and independent contractors who need to know such information for purposes of this Agreement and who are bound by confidentiality agreements containing terms no less restrictive than those in this Article; and (iv) protect all Confidential Information of the other party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care.

47.3 For purposes of this Agreement, "Confidential Information" of a party means the information and documents identified in this Agreement as confidential, as well as any and all other information whether written or oral that: (i) such party considers to be confidential or proprietary to its business (including without limitation trade secrets, any computer programming code (including, without limitation, object code and source code), documentation, technical information, trade secrets, flow diagrams, logic charts, methodologies, record layouts, research instructions, customer or circulation lists, marketing or financial information, technical information relating to ongoing research and development, and business strategies); and (ii) either (A) is clearly labeled or identified as confidential or proprietary when disclosed to the other party or (B) the other party knew was considered confidential or proprietary by such party. Each party will retain full ownership and control of its information (whether such information is considered confidential or not), including the copyrights and other proprietary rights therein

47.4 In addition, in the case of the County, Confidential information shall include, but not be limited to, all County employee information, County financial information, and Library Holdings (as defined in Article 24). All County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals

47.5 In addition, in the case of Contractor, Confidential Information shall include, but not be limited to, the Licensed Software.

47.6 Maintenance of Confidential Information. Each party shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, each party agrees to cooperate fully with the other and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

47.7 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the non-breaching party shall be entitled to injunctive relief to restrain any such breach or threatened breach.

47.8 Survival. Each party's obligations under this Article 47 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 48. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third-party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County other than the Licensed Software (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

The provisions of this Article 48 do not apply to the Licensed Software or any modifications thereto, which remains the Confidential Information and property of Contractor.

ARTICLE 49. PROPRIETARY RIGHTS

49.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to the Library Holdings and all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use County property on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

49.2 All right, title and interest in and to the Licensed Software and all components thereof, including without limitation, the documentation and any and all new versions, releases, enhancements or modifications of the Licensed Software, are owned by and shall remain with Contractor and its licensors and are protected by law. This Agreement shall not grant to the County or any other third party, any right of ownership therein. Notwithstanding the foregoing, the Contractor hereby grants to the County a limited right and license as specified in this Agreement to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation in support of the products the County licenses under this Agreement.

ARTICLE 50. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 51. CONFLICT OF INTEREST

The Contractor represents that:

51.1 No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

51.2 There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

51.3 Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

51.4 The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

51.5 In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring

such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 52. INSPECTOR GENERAL REVIEWS

52.1 Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

52.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

52.3 Exception. The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) inter-local agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

52.4 Inspector General Powers. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

i. Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents relating to this Agreement and the Products and Services provided hereunder available to the Inspector General or IPSIG for inspection

and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 53. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

53.1 Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

53.2 Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

53.3 Environmental Protection Agency (EPA), as applicable to this Contract.

53.4 Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

i. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

ii. Miami-Dade County Code Section 10-38 "Debarment".

iii. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

iv. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 54. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative

action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE55. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

55.1 Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

55.2 Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

55.3 Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 56. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 57. GOVERNING LAW

This Contract, including Appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 58. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service during the year.

ARTICLE 59. COUNTY USER ACCESS PROGRAM (UAP)

59.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this

Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

59.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

59.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 38, "Event of Default" of this Contract.

ARTICLE 60. SOFTWARE SOURCE CODE ESCROW AGREEMENT

60.1 Upon request of the County, in order to guarantee the continued use of the Licensed Software in the event that Contractor should go into liquidation or cease to exist, for whatever reason, Contractor will either (i) deposit a copy of the Licensed Software at a Dutch depositary to be appointed by Contractor at Contractor's expense or (ii) deposit a copy of the Licensed Software at a US depository selected by Contractor at Contractor's expense within six (6) months of the date hereof. The terms of the escrow agreement in the US will be approved by the County.

60.2 License for Use of Escrowed Material: If material deposited in escrow is released to the County pursuant to such escrow agreement, the County is hereby granted the right and license, to make use of such material, utilizing the services of such employees and outside consultants as it may require, to do all things reasonably necessary to perform such maintenance, support, modification and enhancement of the Licensed Software as Contractor was obligated but failed to provide under this Agreement.

ARTICLE 61. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By:	By:
Name: GARY AIELLO	Name:
Title: C.O.O.	Title:
Date: 3/24/09	Date:
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency Assistant County Attorney

REWTIE ALI
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES JUNE 20, 2012

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ATTACHMENTS

Exhibit A
Scope of Services

Exhibit A
Scope of Services

Contractor agrees to provide Miami-Dade County's Library System with the Licensed Software and Products described herein. The implementation functionality and features will generally be reflective of the AquaBrowser Library as are currently installed in the AquaBrowser customer base. The product shall perform the functions as described on the Medialab website located at *www.medialabab.nl* as of March 19, 2009 and as may be viewed at the customer list at *www.aquabrowser.com/customers.* .

The Contractor will provide:

a) AquaBrowser Library product will include a license for a visually guided search tool that includes sophisticated and library-configurable relevancy ranking of results, customizable faceted navigation, and sophisticated concept mapping of the Library's collection. The product software includes ability to provide usage and database statistics via a real time administrative console and can be output by the library in a variety of formats. The administrative console will include linear, chart and graph form(s) for display of the information.

b) The software specified on Form B-4, B-11, B-11a, including but not limited to the "core" AquaBrowser Library, plus a variety of optional modules and services as described in "Exhibit B Forms Price Schedules, Price Summary, Scope of Work order herein.

c) The following languages are available, at no additional cost, during the initial implementation and upon request of the library at other times during the life of the contract should the Library choose to implement: Catalan, Dutch, Frisian, German, Maori, Norwegian, Russian, Samoan, and Swedish.

d) The Contractor's Project Managers, web designers, programmers and data specialists will participate in and manage the implementation of the System with the designated staff of the Library. The library will designate a single point of contact to serve as the primary library project manager. During the implementation period, at a minimum, the Contractor will schedule and host a weekly conference call between Contractor and Library staff. Calls will take place throughout the implementation period and as may be needed, from time to time throughout the contract period. .

e) Contractor will provide appropriate implementation workbook, Group Hub (project tracking tool), and proofing site for Library review.

f) Contractor will certify that the server specifications are appropriate to handle the current and expected reasonable growth statistics as provided in Appendix S of the RFP and will meet the performance standards specified.

g) Contractor will review configuration and standard customization options and provide customization(s) as may be available and contracted for as discussed in Exhibit B Forms, Price Schedule, Price Summary Scope of Work, Programming hours.

h) The Contractor will remotely supply all integration and implementation tasks, including configuration of default settings, loading of bibliographic and authority data, and setup of real time deep linking. The Library will provide Contractor with the access to internet domain ports, data and access to appropriate files programs and other internal mechanisms that may be needed by the contractor to perform the Scope of Work. The library will output, in standard MARC/MARC 21 Format a complete "MARC-Out" of its data to include a unique control number in each record and other date fields as may be required by contractor. Library will cooperatively provide to contractor reliable and informed information about the data structure and access as may be required for completion of the Scope of Work.

i) The Contractor will migrate the System to the new Integrated Library System (ILS) when the Library migrates to the new ILS at no cost to the County.

j) The Contractor will remotely supply training, to include a half-day Webex session for key public services and technical services staff and a half-day Webex session for automated services staff.

k) The Contractor will provide reasonable support and assistance for output of bibliographic information, including item and authority records, from County's Integrated Library System to the Licensed Software System.

PERFORMANCE STANDARDS

The Licensed Software should operate in the normal Operating Environment with a performance reliability level of at least ninety-nine point nine (99.9) percent. Reliability shall be determined by deducting downtime from the total number of hours that the County operates the Library System at ninety-nine point nine percent (99.9%) or better. Downtime for the Licensed Software is defined as that period of time when it is not possible for the Library to perform scheduled activities due to malfunction of the Licensed Software or the unavailability of the Licensed Software, other than for periods of scheduled maintenance. Downtime shall be calculated to the nearest one-tenth (1/10) of an hour and calculated as a percentage of a 24-hour day.

Uptime. Contractor agrees to an uptime performance of ninety-nine point nine percent (99.9%) calculated on a monthly basis excluding any event or condition not caused in whole or in part by the Contractor, included but not limited to: power, air conditioning, Internet failure and scheduled maintenance. Calculation of uptime expressly excludes approximately four (4) minutes each evening of downtime due to periodic re-indexing. In the event that the Contractor fails to meet the ninety-nine point nine perrcent (99.9%) performance target on a monthly basis, Contractor will incur an amount of $300 for each month. County agrees to provide Contractor the opportunity to recover the penalty incurred by meeting or exceeding the ninety-nine point nine percent (99.9%) target for three consecutive months and by meeting or exceeding the ninety-nine point nine percent (99.9%) target over the course of a 12 months period which such period will be coterminous with the maintenance support period.

Response time should be no greater than two (2) seconds on an unloaded network and no greater than five (5) seconds on the fully functioning Library computer network for the life of the Contract provided that the County's OPAC is meeting this same performance response time.

The Contractor will ensure that the Licensed Software, modifications, and interfaces to third party products will not interfere with or degrade response time of existing Library System software and hardware, provided that such third party software and hardware must not interfere with Contractor's access to the Library System.

Contractor's obligation to correct any identified deficiencies in the Licensed Software shall be governed by the provisions set forth in Articles 7, 8, 11, 31, 38, 39 and 40 herein and in this Exhibit A.

SERVER SPECIFICATIONS

Contractor certifies that the AquaBrowser Discovery product will perform according to the performance measures herein when the software is installed on a server with at least these minimum specifications:

- 3Ghz+ quad-core CPU
- Windows 2003 server
- Internet Information Services (IIS) v6
- 100MB Network Interface Card (recommended: 1GB)
- Inbound and outbound access on port 80
- 200 GB free HD space
- 4GB RAM (recommended: 8GB)

Note: Contractor recommends, optionally that two servers (similarly configured as above) may be beneficial for test bed project, load balancing and other "high end" processes that the library may want to undertake.

NOTE: Time table is dependent on both mutually agreed upon start data AND receive of useable data from library. Time line presented are conservative and dependent upon initial acceptance review, (item 15, Library review catalog proofing site, below), time line could be accelerated.

Detailed Specification of Tasks

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
1	Contract finalized and approved by the Board of County Commissioners		Library	1	1
2	Server preparation	✓ Library acquires and prepares servers ✓ Assigns IP addresses and server location	Library	1	6
3	Library Group Hub (project tracking tool) Account is created		Medialab Solutions	1	1
4	Send Implementation Workbook		Medialab Solutions	1	1
5	Implementation kick-off conference call is scheduled		Medialab Solutions	1	1
6	Library authorizes VPN access for Medialab		Library	1	1
7	Implementation kick-off conference calls	✓ Review selected products ✓ Review special services and customizations ✓ Begin data review/analysis requirements		2	2
8	Schedule implementation activities and identify responsible parties		Medialab/Library	2	2
9	Set up weekly conference call schedule		Medialab/Library	2	2
10	Library provides copy of bibliographic and holdings data via ftp for analysis and initial load		Library	3	3
11	Customization services begin		Medialab	3	14
12	Special programming services begin		Medialab	3	14
13	Medialab and Library complete catalog implementation action items	✓ Load bibliographic and authority data ✓ Configure 'best practices' default settings Set up real-time deep linking for item status ✓ Select banner choices	Library Medialab	7	7
14	Medialab provides proofing site for Library review	First Deliverable	Medialab	**1**	7

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
15	Library review catalog proofing site	Provides input/changes to Medialab	Library	8	10
16	Medialab installs base product and selected options (Form B-4, B-11)	✓ Base Product including Spanish language and Canadian/French language interfaces ✓ Children's Interface/Skin ✓ Federated Search Integration ✓ Focused Web crawler (Library, city/county government sites, best of web)[1] ✓ Authority Control File Integration ✓ Overdrive e-Book Integration ✓ My Discoveries with Library Thing Tag content, ILS Customization for Online Patron Registration, Patron Renewals, update email and cancel/edit holds	Medialab	8	10
17	Medialab installation of ancillary items (Form B-11a)	✓ Google digital book integration ✓ Built-in edition grouping (FRBR) ✓ American Memory Digital Collection ✓ Visual Special Collection Cover Flow[1] ✓ Cell Phone Skin	Medialab	8	10
18	Library staff reviews functionality and decides on any parameter changes		Library	11	18
19	MediaLab addresses any functional issues		Medialab	11	18
20	MediaLab complete implementation		Medialab	11	18

[1] Federated Search integration time lines reliant upon cooperation from current federated search supplier and library staff cooperation in providing access.

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Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
21	Final implementation and training activities		Medialab	11	18
22	MediaLab site is completed, including options		Medialab	11	18

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Exhibit B Forms
Price Schedule

EXHIBIT B PRICE SCHEDULE SUMMARY FOLLOWS

Scope of Work Ordered	Number of Units		First Year Price
Software Core Package (From B-1 Response)			
AquaBrowser			Included w/ below
Implementation Services			$ 8,750.00
Sub Total B-1 Items			**$ 8,750.00**
Software* Optional Items (from B-11)			
Children's Interface/Skin	1		$ 7,000.00
Federated Search Integration	1		$ 7,000.00
Focused Web Crawal (library/city/selected sites	1		$ 7,000.00
Authority Control File Integration	1		$ 7,000.00
Overdrive e-Book integration	1		$ 7,000.00
My Discoveries with LibraryThing Tag content	1		$ 15,313.00
ILS Customization for Online Patron Registration, Patron Renewals, update email and cancel/edit holds	1		$ 7,000.00
Sub Total - Option Items (from B-11)			**$ 57,313.00**
Initial Implementation items, included in scope of work			
Spanish Language Interface	1		included
Added language Implementation fee	1		included
French language Interface	1		included
Added language Implementation fee	1		included
Other/additonal Languages	1		included
Added language Implementation fee	1		Included
Mobile Device Skin	1		$ 7,000.00
Mobile Device Skin Implementation	1		$ 2,100.00
Google Digital Book Intgration	1		$ 7,000.00
Google Book Implementation fee	1		$ 2,100.00
Built in edition grouping (FRBR)	1		$ 7,000.00
Built in edition grouping implementation fee	1		$ 2,100.00
American Memory Digial Collection	1		$ 7,000.00
Digital collection implementation fee	1		$ 2,100.00
Visual Special Collection Cover Flow	1		$ 7,000.00
Cover flow implementation fee	1		$ 2,100.00
Custom Programing for item in B-11a or response	65	$ 150.00	$ 9,750.00
SubTotal Ancillary Items			**$ 55,250.00**
Ancillary items discount for inclusion in initial implementation			$ (32,750.00)
Discounted Total Ancillary Items			**$ 22,500.00**

Totals Initial Scope of Work implementation items:	
Software Core Package (From B-1 Response)	$ 8,750.00
Optional Items (from B-11)	$ 57,313.00
Discounted Total Ancillary Items	$ 22,500.00
Total	**$ 88,563.00**

Facet Crumb trail w/ "sticky" refine (add/remove feature	1		$ 7,000.00
Crumb trail w/ add remove imlementation fee	1		$ 2,100.00
Additional Library Selected Data Sources	1		$ 7,000.00
Additional data Sources Implementation Fee	1		$ 2,100.00

Form B-1
Price Schedule

Form B-1
Price Schedule

I. One time price

Item	Number of Units	Unit Price	Total Price
A. Hardware (Form B-2)	0	$ N/A	$ N/A
B. Software (Form B-4)	Enterprise License	Included	Included
C. Planning/Implementation (Form B-5)	2 – Includes original implementation and migration to new ILS when the Library is ready to do so	$ 8,750.00	$ 8,750.00
D. Training (Form B-6)	Two ½ day Webex sessions	$ N/A	$ N/A
E. Custom Programming (Form B-7)			
F. Disaster Recovery (Form B-8)	$ N/A	$ N/A	$ N/A
G. Other Items (Form B-9)			
Total			**$ 8,750.00**

II. Maintenance Price Proposal

Item	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	TOTAL Year 2-5 Price
H. Hardware Maintenance (Form B-10)	N/A	N/A	N/A	N/A	N/A
H. Software Maintenance (Form B-10)	$ 7,000.00	$ 7,350.00	$ 7,717.50	$ 8,103.38	$ 30,170.88
Total	$ 7,000.00	$ 7,350.00	$ 7,717.50	$ 8,103.38	$ 30,170.88

III. Total Price

Item	Price
Total One-Time Price	$ 8,750.00

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Total Maintenance Price	$ 30,170.88
GRAND TOTAL	$ 38,920.88

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Form B-2
Itemize Hardware Price Schedule

Form B-2
Itemize Hardware Price Schedule

Form B-2
Itemize Hardware Price Schedule
Item A of Form B-1

	Number of Units	Manufacturer	Model #	Unit Price	Total for new unites	Unit tradein price for Library's hardware	Total tradein price for Library's hardware	Total for new units minus total trade-in price
Central Site								
AquaBrowser is not proposing any central site hardware, and is recommending the library reuse a Windows server (or purchase a new one).								
Other Hardware/ Peripheral Devices Very Likely to be Purchased as part of this RFP								
AquaBrowser is not proposing any other hardware or peripheral devices								
Other Hardware/ Peripheral Devices that may or may not be purchased as part of this RFP but will count in the Cost Proposal if existing hardware cannot be reused								
AquaBrowser is not proposing any other hardware or peripheral devices								
GRAND TOTAL								$ -

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Form B-3
Reusable Existing Hardware

Form B-3
Reusable Existing Hardware

Form B-3
Reusable Existing Hardware

Hardware	Manufacturer	Model Number and Operating System Versions if applicable	Hardware Configuration	Number of units	Proposer to enter: Y=reuse N=cannot reuse;	Unit tradein price	Total Tradein Price
Production Web Portal Server	Delta	PE2850	• Windows Server 2003 R2 • Intel Xeon 2.80GHZ • 8GB RAM • 1 Gigabit Ethernet • 136GB Disk space	1	Y	$ -	$ -
Training Web Portal Server	Delta	PE2850	• Windows Server 2003 R2 • Intel Xeon 2.80GHZ • 8GB RAM • 1 Gigabit Ethernet • 136GB Disk space	1	Y	$ -	$ -

Form B-4
Itemize Software Price Schedule

Form B-4
Itemize Software Price

Form B-4
Software Price Schedule
Item B of Form B-1

Software	Name	Version	Column A Type of License	Column B Number of Licenses	Column C Unit License Price	Column D Total License Price (Column B x Column C)	Column E Enterprise License Price	Column F Lower of Column D or Column E
Replacement or Enhancement of Existing Software								
OPAC Overlay	AquaBrowser Library	2.0 (or current release at time of installation)	Enterprise	Unlimited	$ -	$ -	included	included
Spanish OPAC Portal/Overlay	AquaBrowser Library		Enterprise	Unlimited	$ -	$ -	included	$ -
Canadian-French OPAC Portal/Ove	AquaBrowser Library		Enterprise	Unlimited	$ -	$ -	included	$ -
Total								
Software for Additional Functionality Services								
See Options on B-11								
Ancillary Items								
Total	See B-11							
Escrow								
Escrow	AquaBrowser Library & My Discoveries	current release at time of installation)	Enterprise	Unlimited	$ -	$ -	$ 2,200.00	$ 2,200.00
GRAND TOTAL								**$ 2,200.00**

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Form B-5
Planning/Implementation Price Schedule

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Form B-5
Planning/Implementation Price Schedule

Form B-5

Planning/Implementation Price Schedule

Item C of Form B-1

Planning / Implementation	% of Data to be Migrated	Price
Planning		$ included
Preparation and loading of database		$ included
Data Migration		$ included
Documentation		$ included
Configuration, staging and implementation of all hardware / software (including reconfiguring, staging and implementing software on existing hardware)		$ included
Other (AquaBrowser Implementation) To include original implementation and migration to new ILS whenever the Library is ready to do so.	N/A	$ 8,750.00
GRAND TOTAL		**$ 8,750.00**

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Form B-6
Training Price Schedule

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Form B-6
Training Price Schedule

Form B-6

Training Price Schedule

Item D of Form B-1

Price covers training for a minimum of 15 staff per Module and a minimum of 20 Automation staff.

Training	Number of Days	Price per day	Total Price
Non-Automation Staff Training			
OPAC Overlay	0.5	included	$ -
Other (Please specify)	na	na	0
Total	0.5	$ -	$ -
Automation Staff Training			
System Administration	0.5	included	$ -
Other (Please specify)	na	na	0
Total	0.5	$ -	$ -
GRAND TOTAL	1	$ -	$ -

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Form B-7
Custom Programing Price Schedule

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Form B-7
Custom Programing Price Schedule

Form B-7
Custom Programming Price Schedule
Item E of Form B-1

Custom Programming Purpose	Estimated Number of Hours	Price Per Hour	Total Price
Highly Desirable Features (if not already in System)			
To make items checked in using Circulation automatically received in Acquisitions	na	na	na
To allow for patron ratings in Homebound Interface with the County Payment Manager	na	na	na
Interface with the County Payment Manager	na	na	na
To interface with ETSD address verification process	na	na	na
Automatically charge fee for Borrow-By-Mail	na	na	na
Total			
Other Vendor Proposed Customization			
Total		na	na
GRAND TOTAL		na	na

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Form B-8
Disaster Recovery Price Schedule

Form B-8
Disaster Recovery Price Schedule

Form B-8

Disaster Recovery Price Schedule

Item F of Form B-1

AquaBrowser is not proposing Disaster Recovery Services

Form B-9
Other Items Price Schedule

Form B-9
Other Items Price Schedule

Form B-9

Other Items Price Schedule

Item G of Form B-1

AquaBrowser does not require any additional costs.

Form B-10
Hardware / Software Maintenance
Price Schedule

Form B-10
Hardware / Software Maintenance Price Schedule

Form B-10

Hardware/Software Maintenance Price Schedule

Item G of Form B-1

Item	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Total Maintenance Year 2 through Year 5
Central Site Hardware					
AquaBrowser is not proposing any central site hardware.					
Other Hardware/Peripheral Devices Likely to be Purchased as part of this RFP					
AquaBrowser is not proposing any other hardware or peripheral devices					
Replacement or Enhancement of Existing Software					
OPAC Overlay	$ 7,000.00	$ 7,350.00	$ 7,717.50	$ 8,103.38	$ 30,170.88
Total	$ 7,000.00	$ 7,350.00	$ 7,717.50	$ 8,103.38	$ 30,170.88
Software for Additional Functionality Services					
AquaBrowser is not proposing any required additonal functionality services. Please refer to B-11 for options					
Grand Total				$ 30,170.88	

Form B-11
Optional Hardware, Software and Services Price Schedule

Form B-11
Optional Hardware, Software and Services Price Schedule

Form B-11
Optional Hardware, Software and Services

	Number of Units	Manufacturer	Model #	Unit Price	Total Number New Units	Unit Trade In Price	Total Unit Trade In Price	Total for new units minus total trade-in price
Hardware								
AquaBrowser is not proposing any optional hardware								
Software*								
Children's Interface/Skin	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Federated Search Integration	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Focused Webcrawler (library, city/county government websites, best of web sites)	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Authority Control File Integration	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Overdrive e-Book integration	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
My Discoveries with LibraryThing Tag content	1	AquaBrowser	na	$ 15,313.00	1	na	na	$ 15,313.00
ILS Customization for Online Patron Registration, Patron Renewals, update email and cancel/edit holds	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Total				$ 57,313.00				$ 57,313.00
Maintenance**								
Children's Interface/Skin	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Federated Search Integration	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Focused Webcrawler (library, city/county government websites, best of web sites)	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Authority Control File Integration	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Overdrive e-Book integration	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
My Discoveries with LibraryThing Tag content	1	AquaBrowser	na	$ 3,062.60	1	na	na	$ 3,062.60
ILS Customization for Online Patron Registration, Patron Renewals, update email and cancel/edit holds	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Customizations reliant upon ILS / local abilities to provide access To appropriate API's and proper read/write access, etc. to a variety of files including patron data, etc.				$ 11,462.60				$ 11,462.60
AquaBrowser is not proposing any optional services								
Grand Total								**$ 68,775.60**

* Software options may be purchased and implemented at any time during the life of the library's AquaBrowser
** Maintenance begins at year 2.

Form B-11a
Ancillary Hardware, Software and Services Price Schedule

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Form B-11A
Ancillary Hardware, Software and Services Price Schedule

Form B-11a
Optional Hardware, Software and Services

	Number of Units	Manufacturer	Model #	Unit Price	Total Number New Units	Unit Trade In Price	Total Unit Trade In Price	Total for new units minus total trade-in price
Hardware								
AquaBrowser is not proposing any optional hardware								
Software*								
Ancillary Items								
Spanish Language Interface (included as part of B-1)	1	AquaBrowser	na	$ -	1	na	na	$ -
Added language Implementation fee	1	AquaBrowser	na	$ -	1	na	na	$ -
French language Interface (included as part of B-1)	1	AquaBrowser	na	$ -	1	na	na	$ -
Added language Implementation fee	1	AquaBrowser	na	$ -	1	na	na	$ -
Google Digital Book Intgration	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Google Book Implementation fee	1	AquaBrowser	na	$ 2,100.00	1	na	na	$ 2,100.00
Built in edition grouping (FRBR)	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Built in edition grouping implementation fee	1	AquaBrowser	na	$ 2,100.00	1	na	na	$ 2,100.00
American Memory Digial Collection	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Digital collection implementation fee	1	AquaBrowser	na	$ 2,100.00	1	na	na	$ 2,100.00
Visual Special Collection Cover Flow	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Cover flow implementation fee	1	AquaBrowser	na	$ 2,100.00	1	na	na	$ 2,100.00
Facet Crumb trail w/ "sticky" refine (add/remove feature	1	AquaBrowser	na	$ 7,000.00	1	na	na	$ 7,000.00
Crumb trail w/ add remove imlementation fee	1	AquaBrowser	na	$ 2,100.00	1	na	na	$ 2,100.00
Total								$ 45,500.00
Maintenance**								
Spanish Language Interface	1	AquaBrowser	na	$ -	1	na	na	$ -
French Language Interface	1	AquaBrowser	na	$ -	1	na	na	$ -
Google Digital Book Integrations	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Built in edition grouping (FRBR)	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
American Memory Digtial Collection	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Visual Special Collection Cover Flow	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
Facet Crumb trail w/ "stick" refine	1	AquaBrowser	na	$ 1,400.00	1	na	na	$ 1,400.00
AquaBrowser is not proposing any optional services								
Grand Total								**$ 49,700.00**

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Exhibit C
Acceptance Criteria

DELIVERABLE ACCEPTANCE FORM
PHASE 1,
PROJECT: OPAC Discovery Product

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and R.R. Bowker LLC (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 1,

Deliverable Description: During Phase 1, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 1 deliverables described in the table below. Acceptance by the County of all the Phase 1 deliverables allows Contractor to submit and invoice in accordance with Milestone 1 specified in Article 16.5, and authorizes payment by the County of Contractor's invoice.

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
1	Contract finalized and approved by the Board and approved		Library	1	1
2	Server preparation	✓ Library acquires and prepares servers ✓ Assigns IP addresses and server location	Library	1	6
3	Library Group Hub (project tracking tool) Account is created		Medialab Solutions	1	1
4	Send Implementation Workbook		Medialab Solutions	1	1
5	Implementation of kick-off conference call is scheduled		Medialab Solutions	1	1
6	Library authorizes VPN access for Medialab		Library	1	1
7	Implementation kick-off conference calls	✓ Review selected products ✓ Review special services and customizations ✓ Begin data review/analysis requirements		2	2
8	Schedule implementation activities and identify responsible parties		Medialab/Library	2	2

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Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
9	Set up weekly conference call schedule		Medialab/Library	2	2

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____
General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM SETUP
PHASE 2
PROJECT: OPAC Discovery Product

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and R.R. Bowker LLC (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 2

Deliverable Description: During Phase 2, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 2 deliverables described in the table below. Acceptance by the County of all the Phase 2 deliverables allows Contractor to submit and invoice in accordance with Milestone 2 specified in Article 16.5, and authorizes payment by the County of Contractor's invoice.

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
1	Library provides copy of bibliographic and holdings data via ftp for analysis and initial load		Library	3	3
2	Customization services begin		Medialab	3	14
3	Special programming services begin		Medialab	3	14
4	Medialab and Library complete catalog implementation action items	✓ Load bibliographic and authority data ✓ Configure 'best practices' default settings Set up real-time deep linking for item status ✓ Select banner choices	Library Medialab	7	7
5	Medialab provides proofing site for Library review	First Deliverable	Medialab	1	7
6	Library review catalog proofing site	Provides input/changes to Medialab	Library	8	10

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____

General Comments: _____

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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DELIVERABLE ACCEPTANCE FORM
PHASE 3
PROJECT: OPAC Discovery Product

In compliance with the requirements detailed in the above contract (including any modifications or amendments), the following project deliverable has been delivered, reviewed and formally accepted by Miami-Dade Public Library System and R.R. Bowker LLC (Contractor). This document constitutes full acknowledgment by the Miami-Dade Public Library System acceptance and delivery of the deliverable detailed in the table below.

It is understood that any future changes to this deliverable after this acceptance is given will require a formal change request to be submitted.

DELIVERABLE NAME: PHASE 3

Deliverable Description: During Phase 3, the following tasks will be checked, verified, and adjusted as needed to meet the Phase 3 deliverables described in the table below. Acceptance by the County of all the Phase 3 deliverables allows Contractor to submit and invoice in accordance with Milestone 3 specified in Article 16.5, and authorizes payment by the County of Contractor's invoice.

Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
1	Medialab installs base product and selected options (Form B-4, B-11)	✓ Base Product including Spanish language and Canadian/French language interfaces ✓ Children's Interface/Skin ✓ Federated Search Integration ✓ Focused Web crawler (Library, city/county government sites, best of web)[2] ✓ Authority Control File Integration ✓ Overdrive e-Book Integration ✓ My Discoveries with Library Thing Tag content, ✓ ILS Customization for Online Patron Registration, Patron Renewals, update email and cancel/edit holds	Medialab	8	10

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Task ID	Task Description	Detail	Responsible Party	Start Week	End Week
2	Medialab installation of ancillary items (Form B-11a)	✓ Google digital book integration ✓ Built-in edition grouping (FRBR) American Memory Digital Collection ✓ Visual Special Collection Cover Flow[ii] ✓ Cell Phone Skin	Medialab	8	10
3	Library staff reviews functionality and decides on any parameter changes		Library	11	18
4	MediaLab addresses any functional issues		Medialab	11	18
5	MediaLab complete implementation		Medialab	11	18
6	Final implementation and training activities		Medialab	11	18
7	MediaLab site is completed, including options		Medialab	11	18

Deliverable Date: _____
Accepted Unconditionally: ____Yes / ____No
Accepted Conditionally: ____Yes / ____No
Acceptance Conditions: _____
Not Accepted: _____
Reason: _____
General Comments: _____

208

Delivered By:

Signature: _____

Name: _____

Date: _____

Accepted By:

Signature: _____

Name: _____

Date: _____

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Memorandum

MIAMI-DADE COUNTY

Date: January 8, 2008

To: George M. Burgess
County Manager

Through: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Julian Manduley
Procurement Contracting Officer
Chairperson Review Team

Subject: Recommendation to Negotiate RFP No. 643: Integrated Library System

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The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation.

The solicitation requested that proposers offer an Integrated Library System (ILS) and/or an Online Public Access Catalog Portal overlay (OPAC) that takes advantage of enhanced search features, other emerging technologies, and includes federated and visual searching capabilities. Miami-Dade Public Library System (MDPLS) considered proposals from companies providing an ILS system only, an OPAC overlay only, or a single award to a company offering both.

Review Team meeting dates: Kick-off Meeting, October 27, 2008
Preliminary Technical Evaluation Meetings, November 12 - 14, 2008
Preliminary Scoring Meeting, November 18, 2008
Oral Presentation Meetings, December 9 - 12, 2008
Final Technical Evaluation Meeting, December 15, 2008
Final Scoring Meeting, December 16, 2008

Verification of compliance with contract measures: The Review Committee recommended no measures for this solicitation. The companies that responded to this solicitation are not certified SBE firms.

Verification of compliance with desired qualification requirements: The qualification requirements were reviewed by the Chairperson of this Evaluation/Selection Committee and the following Evaluation/Selection Committee voting members: Phyllis Alpert, Assistant Director – Public Library System, Georgina Del Valle, Computer Services Administrator - Public Library System, Gia Arbogast, Library System Administrator – Public Library System, Sue Camner, Senior Systems Analyst/Programmer - Enterprise Technology Department, Felipe Ortiz, Senior Systems Analyst – Consumer Services Department.

Additionally, the Evaluation/Selection Committee utilized a Technical Review Team to assist in evaluating the functionalities of the software, and hardware configuration proposals. The Technical Advisors were: Maribel Piloto, Librarian 3 - Public Library System, Reynaldo Mesa, Operations Supervisor - Public Library System, Julio Campa, Network Manager 2 -Public Library System, Sue Cvejanovich, Main Library and Circulation Administrator - Public Library System, Lou McLean, Cataloging Manager - Public Library System, Bonnie Rothschild, Librarian 3, Training Manager - Public Library System, Sheila Berke, Collection Management Librarian - Public Library System, Kelly Wilbur, Librarian 3 - Public Library System, Michele Dye, Librarian 3, Branch Manager - Public Library System,

Eric Gormley, Librarian 1 - Public Library System, Diana Hernandez, Librarian 4, Manager, Access Services - Public Library System, Candy Granda, Librarian 4 - Public Library System, Audrey Ryan, Librarian 4 - Public Library System, Adam Mullins, Web Developer – Government Information Center.

Summary of scores: At the November 12-14, 2008 meetings, the Technical Advisors conducted a review of the proposals received. A report was presented to the Evaluation/Selection Committee on November 18, 2008. Preliminary scoring was completed on November 18, 2008. The three highest ranked Integrated Library Systems (ILS) proposers and the highest ranked Online Public Access Catalog Portal overlay (OPAC) were invited to participate in the oral presentations.

Preliminary Scores:

Proposer	***Technical Score*** *(450)*	***Price Score*** *(50)*	***Total Combined Score*** *(500)*	***Price/Cost Submitted***
ILS and OPAC Proposers:				
1. Polaris Library Systems	350	35	385	$ 2,444,973.00
2. Innovative Interfaces, Inc.	320	34	354	$ 3,435,693.00
3. SirsiDynix	276	24	300	$ 1,273,451.00
4. VTLS, Inc.	162	17	179	$ 6,267,081.00
5. Creative Microsystems, Inc.	126	18	144	$ 1,425,660.00
OPAC Proposer:				
6. AquaBrowser	291	35	326	$ 83,120.88

The Evaluation/Selection Committee met on December 9-12, 2008, for oral presentations. Once all presentations concluded a final technical discussion was held on December 15, 2008. Final scoring was completed on December 16, 2008.

Final Scores Post Oral Presentations:

Proposer	***Technical Score*** *(450)*	***Price Score*** *(50)*	***Total Combined Score*** *(500)*	***Price/Cost Submitted***
ILS and OPAC Proposers:				
1. Polaris Library Systems	356	36	392	$ 2,444,973.00
2. SirsiDynix	358	33	391	$ 1,273,451.00
3. Innovative Interfaces, Inc.	306	21	327	$ 3,435,693.00
OPAC Proposer:				
4. AquaBrowser	357	40	397	$ 83,120.88

Local preference: Local Preference was considered in accordance with applicable ordinances and did not affect the outcome.

Negotiations: As provided for in the RFP, Miami-Dade Public Library System (MDPLS) considered proposals from companies providing an ILS system only, an OPAC overlay only, or a single award to a company offering both. The Evaluation/Selection Committee is recommending that negotiations proceed separately for the ILS system and the OPAC overlay. Since a one point difference in the total score separated the two highest ranked ILS proposers, Polaris Library Systems and SirsiDynix, the Evaluation/Selection Committee recommends that authorization be granted to commence negotiations with both proposers. Additionally, as provided for in the RFP, it is recommended that authorization be granted to commence negotiations with AquaBrowser, the highest ranked OPAC proposer. The Evaluation/Selection Committee's recommendation is consistent with the evaluation criteria in the solicitation.

The following individuals will participate in the negotiations:

Julian Manduley, IT Procurement Contracting Officer, DPM (Non-Voting Chairperson)

Phyllis Alpert, Assistant Director – Public Library System

Georgina Del Valle, Computer Services Administrator - Public Library System

Gia Arbogast, Library System Administrator – Public Library System

Technical Advisors: Reynaldo Mesa, Operations Supervisor - Public Library System, Julio Campa, Network Manager 2 - Public Library System, Sheila Berke, Collection Management Librarian - Public Library System.

Justification for recommendation: For the ILS solution, Polaris and Sirsi/Dynix are the highest ranked proposers recommended for negotiations because:

- 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.

The Selection Committee unanimously recommends that upon completion of the negotiations, the Proposer that is deemed to offer the greatest value should be awarded a contract for the ILS.

The Selection Committee unanimously recommends that upon completion of the negotiation, AquaBrowser should be awarded a contract for the OPAC overlay.

For the OPAC product, AquaBrowser is the highest ranked proposer recommended for negotiations

because:

- The software displays an easy-to-use, feature-rich, customer interface to the Library catalog.
- The software is easy and quick to install.
- The software is intuitive and empowers customers to use Web 2.0 features.

Approved:

George M. Burgess, County Manager — 1/16/09 Date

Not Approved:

George M. Burgess, County Manager — Date

Attachments:

Composite Score Sheet
Review Team Member Scoring Sheets
Evaluation Results Memo
Evaluation Criteria for RFP643

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS

FINAL COMPOSITE SCORES

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC. (AquaBrowser)
Overall assessment of Vendor's Proposal to meet tha present and future needs of the Library as outlined in the RFP [Max Points: 125 (25 X 5 Members)]	99.00	103.00	84.00	117.00
Basic application software Functions and capabilities [Max Points: 125 (25 X 5 Members)]	110.00	83.00	77.00	114.00
Integration with existing services/additional services [Max Points: 50 (10 X 5 Members)]	33.00	43.00	35.00	0.00
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 50 (10 X 5 Members)]	36.00	44.00	41.00	45.00
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 100 (20 X 5 Members)]	78.00	85.00	69.00	81.00
Price [Max Points: 50 (10 X 5 Members)]	36.00	33.00	21.00	40.00
TOTAL POINTS *(Technical + Price)*	**392.00**	**391.00**	**327.00**	**397.00**
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	N/A	N/A	N/A	N/A

Chairperson Signature: Julia R Ly-Chen Date: December 16, 2008

Reviewed By: Date: 12/19/08

Ranking	1 of 3	2 of 3	3 of 3	1 of 4
Local Preference Is highest ranked local? Y / N	N	N	N	N
Is firm within 5% local? Y / N	N	N	N	N
Is any firm within 5% of the highest ranked? Y / N	N	N	N	N

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RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Phyllis Sue Alpert
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	15	20	15	25
Basic application software Functions and capabilities [Max Points: 25]	25	12	10	25
Integration with existing services/additional services [Max Points: 10]	5	9	9	N/A
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	8	10	10	10
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	15	20	17	15
Price [Max Points: 10]	7	7	3	10
TOTAL POINTS *(Technical + Price)*	75	78	64	85 (out of 90)
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*				

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Signature: Phyllis Sue Alpert Print Name: Phyllis Sue Alpert Date: 12/16/08

Chairperson: [signature] Print Name: Julian Mandelbaum Date: 12/16/08

Reviewed By: Print Name: Date:

Ranking				
Local Preference Is highest ranked local? Y / N				
Is firm within 5% local? Y / N				
Is any firm within 5% of the highest ranked? Y / N				

12/8/2008

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Georgina Del Valle
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	18	20	19	23
Basic application software Functions and capabilities [Max Points: 25]	20	18	15	20
Integration with existing services/additional services [Max Points: 10]	8	9	7	NA
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	8	9	10	9
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	16	18	14	15
Price [Max Points: 10]	8	9	6	6
TOTAL POINTS *(Technical + Price)*	78	83	71	73
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*				

Signature: [signature] Print Name: GINA DELVALLE Date: 12/16/08

Chairperson [signature] Print Name: Julian Mandalay Date: 12/16/08

Reviewed By Print Name: Date:

Ranking				
Local Preference Is highest ranked local? Y / N				
Is firm within 5% local? Y / N				
Is any firm within 5% of the highest ranked? Y / N				

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RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Sue Camner
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	24	23	20	24
Basic application software Functions and capabilities [Max Points: 25]	24	20	20	24
Integration with existing services/additional services [Max Points: 10]	8	9	7	N/A
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	8	9	8	9
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	18	18	18	18
Price [Max Points: 10]	8	7	5	8
TOTAL POINTS *(Technical + Price)*	90	86	78	83
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*				

Signature: S Camner Print Name: Sue Camner Date: 12/16/08

Chairperson: [illegible] Print Name: JULIAO [illegible] Date: 12/16/08

Reviewed By: Print Name: Date:

Ranking				
Local Preference Is highest ranked local? Y / N				
Is firm within 5% local? Y / N				
Is any firm within 5% of the highest ranked? Y / N				

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RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Gia Arbogast
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	20		20	12	22	
Basic application software Functions and capabilities [Max Points: 25]	19		13	14	22	
Integration with existing services/additional services [Max Points: 10]	6		8	6	NA	
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	5		7	6	8	
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	13		15	10	18	
Price [Max Points: 10]	7		5	3	8	
TOTAL POINTS *(Technical + Price)*	70		68	51	78	
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: G Arbogast Print Name: GIA ARBOGAST Date: 12/16/08

Chairperson: Julian Mandulcy Print Name: JULIANO MANDULCY Date: 12/16/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

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RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name:
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	22		20	18	23	
Basic application software Functions and capabilities [Max Points: 25]	22		20	18	23	
Integration with existing services/additional services [Max Points: 10]	6		8	6	N/A	
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	7		9	7	9	
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	16		14	10	15	
Price [Max Points: 10]	6		5	4	8	
TOTAL POINTS *(Technical + Price)*	79		76	63	78	
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: [signature] Print Name: Felipe Ortiz Date: 12/16/08

Chairperson: [signature] Print Name: Julius McDudley Date: 12/16/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

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RFP643

15	20	15	25
25	12	10	25
5	9	9	0
8	10	10	10
15	20	17	15
7	7	3	10
75	78	64	85
18	20	19	23
20	18	15	20
8	9	7	0
8	9	10	9
16	18	14	15
8	9	6	6
78	83	71	73
24	23	20	24
24	20	20	24
8	9	7	0
8	9	8	9
18	18	18	18
8	7	5	8
90	86	78	83
20	20	12	22
19	13	14	22
6	8	6	0
5	7	6	8
13	15	10	18
7	5	3	8
70	68	51	78
22	20	18	23
22	20	18	23
6	8	6	0
7	9	7	9
16	14	10	15
6	5	4	8
79	76	63	78
392	391	327	397

Verified
Adl

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS

PRELIMINARY COMPOSITE SCORES

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC. (AquaBrowser)	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: **125** (25 X 5 Members)]	98.00	36.00	61.00	86.00	86.00	51.00
Basic application software Functions and capabilities [Max Points: **125** (25 X 5 Members)]	95.00	40.00	72.00	80.00	81.00	35.00
Integration with existing services/additional services [Max Points: **50** (10 X 5 Members)]	48.00	18.00	53.00	50.00	39.00	29.00
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: **60** (10 X 6 Members)]	40.00	13.00	29.00	40.00	32.00	19.00
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: **100** (20 X 5 Members)]	69.00	19.00	61.00	64.00	53.00	28.00
Price [Max Points: **50** (10 X 5 Members)]	35.00	18.00	24.00	34.00	35.00	17.00
TOTAL POINTS *(Technical + Price)*	**385.00**	**144.00**	**300.00**	**354.00**	**326.00**	**179.00**
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*	N/A	N/A	N/A	N/A	N/A	N/A

Chairperson Signature: Julian R. Manduley Print Name: Julian R. Manduley Date: November 18, 2008

Reviewed By: [illegible] Print Name: Adil Kahn Date: 11/19/08

Ranking	1 of 6					
Local Preference Is highest ranked local? Y / N	N					
Is firm within 5% local? Y / N	N					
Is any firm within 5% of the highest ranked? Y / N	N					

11/19/2008

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Andrew Wong
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	20	7	11	15	7	8
Basic application software Functions and capabilities [Max Points: 25]	18	6	14	16	5	5
Integration with existing services/additional services [Max Points: 10]	7	2	9	8	3	7
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	8	1	5	7	1	3
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	14	0	13	10	5	7
Price [Max Points: 10]	7	5	6	7	6	5
TOTAL POINTS *(Technical + Price)*	74	21	58	63	27	35
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: [signature] Print Name: ANDREW WONG Date: 11/18/08

Chairperson: [signature] Print Name: Julius R. McDaniel Date: 11/18/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name:
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	18	3	10	18	20	8
Basic application software Functions and capabilities [Max Points: 25]	17	6	15	15	20	6
Integration with existing services/additional services [Max Points: 10]	8	1	9	9	8	3
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	9	1	6	9	8	3
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	10	0	15	10	8	0
Price [Max Points: 10]	6	2	5	7	8	2
TOTAL POINTS *(Technical + Price)*	68	13	60	68	72	22
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: Phyllis Sue Alpert Print Name: Phyllis Sue Alpert Date: 11/18/08

Chairperson: Julian R. Mandulex Print Name: Julian R. Mandulex Date: 11/18/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

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RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Georgina Del Valle
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	18	10	15	18	15	10
Basic application software Functions and capabilities [Max Points: 25]	20	12	18	18	15	8
Integration with existing services/additional services [Max Points: 10]	17	8	25	18	15	10
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	8	3	5	8	9	5
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	18	10	10	15	15	10
Price [Max Points: 10]	9	5	7	8	8	5
TOTAL POINTS *(Technical + Price)*	90	48	80	85	77	48
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: [signature] Print Name: GEORGINA DeValle Date: 11/18/08

Chairperson [signature] Print Name: James R. MacDiarmid Date: 11/18/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

229

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Sue Camner
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	20	6	10	18	21	13
Basic application software Functions and capabilities [Max Points: 25]	21	8	15	18	21	8
Integration with existing services/additional services [Max Points: 10]	8	3	4	7	8	4
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	9	5	4	7	6	5
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	12	4	13	12	10	6
Price [Max Points: 10]	6	2	3	5	5	1
TOTAL POINTS *(Technical + Price)*	76	28	49	67	71	37
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: Camner Print Name: Sue Camner Date: November 18, 2008

Chairperson: Julia R. MacDaley Print Name: Julia R. MacDaley Date: 11/18/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

RFP No. 643
Integrated Library System
EVALUATION OF PROPOSALS
Committee Member Name: Gia Arbogast
SCORE SHEET

SELECTION CRITERIA / PROPOSERS	GIS Information Systems dba/ Polaris Library Systems	Civica/CMI	Sirsi Corporation dba SirsiDynix	Innovative Interfaces, Inc.	R.R. Bowker LLC.	VTLS, Inc.
Overall assessment of Vendor's Proposal to meet the present and future needs of the Library as outlined in the RFP [Max Points: 25]	22	10	15	17	23	12
Basic application software Functions and capabilities [Max Points: 25]	19	8	10	13	20	8
Integration with existing services/additional services [Max Points: 10]	8	4	6	8	5	5
Proposer's qualifications, experience and performance in library automation projects of similar scope and size, and financial stability [Max Points: 10]	6	3	9	9	8	3
Proposer's implementation service and support capabilities (including warranty, maintenance, training, data migration, implementation, documentation) [Max Points: 20]	15	5	10	17	15	5
Price [Max Points: 10]	7	4	3	7	8	4
TOTAL POINTS *(Technical + Price)*	77	34	53	71	79	37
Local Preference* *(Highest ranked proposer's total points - 5% = Local Preference range)*						

Signature: [signature] Print Name: GIA ARBOGAST Date: 11/18/08

Chairperson: [signature] Print Name: Julia R. McDuley Date: 11/18/08

Reviewed By: Print Name: Date:

Ranking						
Local Preference Is highest ranked local? Y / N						
Is firm within 5% local? Y / N						
Is any firm within 5% of the highest ranked? Y / N						

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gis	civica/cmi	sirsi	innovative	r.r.bowker	vtls
20	6	10	18	21	13
21	8	15	18	21	8
8	3	4	7	8	4
9	5	4	7	6	5
12	4	13	12	10	6
6	2	3	5	5	1
76	28	49	67	71	37
18	3	10	18	20	8
17	6	15	15	20	6
8	1	9	9	8	3
9	1	6	9	8	3
10	0	15	10	8	0
6	2	5	7	8	2
68	13	60	68	72	22
18	10	15	18	15	10
20	12	18	18	15	8
17	8	25	18	15	10
8	3	5	8	9	5
18	10	10	15	15	10
9	5	7	8	8	5
90	48	80	85	77	48
20	7	11	15	7	8
18	6	14	16	5	5
7	2	9	8	3	7
8	1	5	7	1	3
14	0	13	10	5	7
7	5	6	7	6	5
74	21	58	63	27	35
22	10	15	17	23	12
19	8	10	13	20	8
8	4	6	8	5	5
6	3	9	9	8	3
15	5	10	17	15	5
7	4	3	7	8	4
77	34	53	71	79	37
385	144	300	354	326	179

11/19/08

Memorandum

MIAMI-DADE COUNTY

Date: OCT 2 7 2008

To: Julian R. Manduley, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Miami-Dade Public Library System Request for Proposals for Integrated Library System - RFP No. RQLB0800005 **(Substitution #1)**

Please be advised that I am re-assigning Sue Camner of the Enterprise Technology Department from Technical Advisor to Voting member to replace Anthony Bacallao of Miami-Dade Transit. I am also substituting Felipe Ortiz of the Consumer Services Department in place of Alternate member, Teresa Fuentes-Smart of the Public Works Department. Finally, I am substituting Adam Mullins of the Government Information Center in place of Assia Alexandrova of the same department, as Technical Advisor. Should you have any questions, please refer them to Sharon Ryland of the Department of Small Business Development.

Selection Committee
Julian R. Manduley, DPM (Non-Voting Chairperson)
Phyllis Sue Alpert, MDPLS
Gia Arbogast, MDPLS
Georgina Del Valle, MDPLS
Sue Camner, ETSD
Andrew Wong, MDWASD
Felipe Ortiz, CSD (Alternate)

Technical Advisors/Commercial Subcommittee (Non-Voting)
Maribel Piloto, MDPLS
Reynaldo Mesa, MDPLS
Julio Campa, MDPLS
Sue Cvejanovich, MDPLS
Lou McLean, MDPLS
Bonnie Rothschild, MDPLS
Sheila Berke, MDPLS
Kelly Wilbur, MDPLS
Michele Dye, MDPLS
Eric Gormley, MDPLS
Diana Hernandez, MDPLS
Candy Granda, MDPLS
Audrey Ryan, MDPLS
Adam Mullins, GIC

c: Miriam Singer, Director, DPM
Raymond Santiago, Director, MDPLS
Harpal Kapoor, Director, MDT
John Renfrow, Director, MDWASD
Esther Calas, Director, PWD
Angel Petisco, Interim Director, ETSD
Cathy Grimes Peel, Director, CSD
Judi Zito, Director, GIC
Penelope Townsley, Director, SBD

SELECTION COMMITTEE
MIAMI-DADE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS FOR
INTEGRATED LIBRARY SYSTEM

RFP NO. RQLB0800005
(SUBSTITUTION #1)

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Julian R. Manduley Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-2179
Phyllis Sue Alpert Assistant Director	MDPLS	1980	White Female	Master of Library Science	Librarian	(305) 375-5184
Gia Arbogast Service Administrator	MDPLS	1986	Black Female	Master of Library Science	None	(305) 375-2619
Georgina Del Valle Computer System Administrator	MDPLS	1985	Hispanic Female	Bachelor of Science in Biological Sciences	None	(305) 375-3660
Sue Camner Senior Systems Analyst/ Programmer	ETSD	1992	White Female	Master of Science in Management Information Systems, Master of Business Administration - Finance, Bachelor of Business Administration - Computer Science	None	(305) 596-8322
Andrew Wong Computer Services Manager	MDWASD	1991	Asian Male	Bachelor of Mathematics, Computer Science	None	(786) 552-8888
Felipe Ortiz Senior Systems Analyst (Alternate)	CSD	1991	Hispanic Male	Bachelors of Arts	Systems Analyst and Design	(305) 375-4954

SELECTION COMMITTEE
MIAMI-DADE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS FOR
INTEGRATED LIBRARY SYSTEM

RFP NO. RQLB0800005
(SUBSTITUTION #1)

TECHNICAL ADVISORS/COMMERCIAL SUBCOMMITTEE (NON-VOTING)						
Committee Member/ Title	**Department**	**Start Year With County**	**Ethnicity/ Gender**	**Education**	**Professional Licenses**	**Telephone #**
Maribel Piloto Librarian 3	MDPLS	1983	Hispanic Female	Master of Library Science, Bachelor of Arts in Liberal Studies	Miami-Dade County Supervisory Certification	(305) 375-3855
Reynaldo Mesa Operations Supervisor	MDPLS	2002	Hispanic Male	Bachelors in Computer Science	None	(305) 375-1546
Julio Campa Network Manager 2	MDPLS	1997	Hispanic Male	Bachelor of Science in Electrical Engineering	CCNA, CCDA	(305) 375-5006
Sue Cvejanovich Main Library and Circulation Administrator	MDPLS	1990	White Female	Master of Library and Information Science	None	(305) 375-3555
Lou McLean Cataloging Manager	MDPLS	1979	White Female	Master of Library Science	None	(305) 375-1031
Bonnie Rothschild Librarian 3, Training Manager	MDPLS	1974	White Female	Master of Library Science	None	(305) 375-2044
Sheila Berke Collection Management Librarian	MDPLS	1991	White Female	Master of Library Science, Bachelor of Arts	None	(305) 375-5505
Kelly Wilbur Librarian 3	MDPLS	2002	White Female	Master of Library Science, Bachelor of Arts	None	(305) 375-5015
Michele Dye Librarian 3, Branch Manager	MDPLS	2001	Black Female	Master of Science in Library Science and Information Studies, Bachelor of Arts in English	None	(305) 636-2233
Eric Gormley Librarian 1	MDPLS	2002	White Male	Master of Library and Information Science	None	(305) 822-6522
Diana Hernandez Librarian 4, Manager, Access Services	MDPLS	1980	Hispanic Female	Ph.D. in Spanish Literature, Master of Arts in Library Science, Master of Arts in Spanish,	None	(305) 666-7067
Candy Granda Librarian 4	MDPLS	1999	White Female	Master of Library Science	None	(305) 375-5015
Audrey Ryan Librarian 4	MDPLS	1975	White Female	Master of Library Science, Bachelor of Arts in Education	None	(305) 474-7251
Adam Mullins Web Developer	GIC	2002	White Male	Master of Public Administration, Bachelor of Science in Engineering Technology	Project Management Professional (PMP)	

Memorandum

MIAMI-DADE COUNTY

Date: AUG 21 2008

To: Julian R. Manduley, Chairperson
Department of Procurement Management

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Miami-Dade Public Library System Request for Proposals for Integrated Library System - RFP No. RQLB0800005 **(Addition)**

Please be advised that I am adding Assia Alexandrova of the General Information Center as a Technical Advisor to the above-referenced selection committee. Should you have any questions, please refer them to Sharon Ryland of the Department of Small Business Development.

Selection Committee
Julian R. Manduley, DPM (Non-Voting Chairperson)
Phyllis Sue Alpert, MDPLS
Gia Arbogast, MDPLS
Georgina Del Valle, MDPLS
Anthony Bacallao, MDT
Andrew Wong, MDWASD
Teresa Fuentes-Smart, PWD (Alternate)

Technical Advisors/Commercial Subcommittee (Non-Voting)
Maribel Piloto, MDPLS
Reynaldo Mesa, MDPLS
Julio Campa, MDPLS
Sue Cvejanovich, MDPLS
Lou McLean, MDPLS
Bonnie Rothschild, MDPLS
Sheila Berke, MDPLS
Kelly Wilbur, MDPLS
Michele Dye, MDPLS
Eric Gormley, MDPLS
Diana Hernandez, MDPLS
Candy Granda, MDPLS
Audrey Ryan, MDPLS
Sue Camner, ETSD
Assia Alexandrova, GIC

c: Miriam Singer, Director, DPM
Raymond Santiago, Director, MDPLS
Harpal Kapoor, Director, MDT
John Renfrow, Director, MDWASD
Esther Calas, Director, PWD
Angel Petisco, Interim Director, ETSD
Penelope Townsley, Director, SBD

SELECTION COMMITTEE
MIAMI-DADE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS FOR
INTEGRATED LIBRARY SYSTEM

RFP NO. RQLB0800005

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Julian R. Manduley Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-2179
Phyllis Sue Alpert Assistant Director	MDPLS	1980	White Female	Master of Library Science	Librarian	(305) 375-5184
Gia Arbogast Service Administrator	MDPLS	1986	Black Female	Master of Library Science	None	(305) 375-2619
Georgina Del Valle Computer System Administrator	MDPLS	1985	Hispanic Female	Bachelor of Science in Biological Sciences	None	(305) 375-3660
Anthony Bacallao Network Systems Integrator	MDT	2000	Hispanic Male	Bachelor of Science in Computer Engineering	None	(786) 469-5130
Andrew Wong Computer Services Manager	MDWASD	1991	Asian Male	Bachelor of Mathematics, Computer Science	None	(786) 552-8888
Teresa Fuentes-Smart, Chief Technology Services (Alternate)	PWD	1989	Hispanic Female	Bachelor of Science in Computer Science	None	(305) 375-2085

SELECTION COMMITTEE
MIAMI-DADE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS FOR
INTEGRATED LIBRARY SYSTEM

RFP NO. RQLB0800005

TECHNICAL ADVISORS/COMMERCIAL SUBCOMMITTEE (NON-VOTING)						
Committee Member/ Title	**Department**	**Start Year With County**	**Ethnicity/ Gender**	**Education**	**Professional Licenses**	**Telephone #**
Maribel Piloto Librarian 3	MDPLS	1983	Hispanic Female	Master of Library Science, Bachelor of Arts in Liberal Studies	Miami-Dade County Supervisory Certification	(305) 375-3855
Reynaldo Mesa Operations Supervisor	MDPLS	2002	Hispanic Male	Bachelors in Computer Science	None	(305) 375-1546
Julio Campa Network Manager 2	MDPLS	1997	Hispanic Male	Bachelor of Science in Electrical Engineering	CCNA, CCDA	(305) 375-5006
Sue Cvejanovich Main Library and Circulation Administrator	MDPLS	1990	White Female	Master of Library and Information Science	None	(305) 375-3555
Lou McLean Cataloging Manager	MDPLS	1979	White Female	Master of Library Science	None	(305) 375-1031
Bonnie Rothschild Librarian 3, Training Manager	MDPLS	1974	White Female	Master of Library Science	None	(305) 375-2044
Sheila Berke Collection Management Librarian	MDPLS	1991	White Female	Master of Library Science, Bachelor of Arts	None	(305) 375-5505
Kelly Wilbur Librarian 3	MDPLS	2002	White Female	Master of Library Science, Bachelor of Arts	None	(305) 375-5015
Michele Dye Librarian 3, Branch Manager	MDPLS	2001	Black Female	Master of Science in Library Science and Information Studies, Bachelor of Arts in English	None	(305) 636-2233
Eric Gormley Librarian 1	MDPLS	2002	White Male	Master of Library and Information Science	None	(305) 822-6522
Diana Hernandez Librarian 4, Manager, Access Services	MDPLS	1980	Hispanic Female	Ph.D. in Spanish Literature, Master of Arts in Library Science, Master of Arts in Spanish,	None	(305) 666-7067
Candy Granda Librarian 4	MDPLS	1999	White Female	Master of Library Science	None	(305) 375-5015
Audrey Ryan Librarian 4	MDPLS	1975	White Female	Master of Library Science, Bachelor of Arts in Education	None	(305) 474-7251
Sue Camner Senior Systems Analyst/ Programmer	ETSD	1992	White Female	Master of Science in Management Information Systems, Master of Business Administration - Finance, Bachelor of Business Administration - Computer Science	None	(305) 596-8322
Assia Alexandrova E-Government Solutions Manager	GIC	2000	White Female	Masters in Management Information Systems	None	(305) 375-3578

Memorandum

MIAMI-DADE COUNTY

Date: JUN 27 2008

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the Miami-Dade Public Library System Request for Proposals for Integrated Library System - RFP No. RQLB0800005

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Public Library System Request for Proposals for Integrated Library System - RFP No. RQLB0800005:

Selection Committee
Julian R. Manduley, DPM (Non-Voting Chairperson)
Phyllis Sue Alpert, MDPLS
Gia Arbogast, MDPLS
Georgina Del Valle, MDPLS
Anthony Bacallao, MDT
Andrew Wong, MDWASD
Teresa Fuentes-Smart, PWD (Alternate)

Technical Advisors/Commercial Subcommittee (Non-Voting)
Maribel Piloto, MDPLS
Reynaldo Mesa, MDPLS
Julio Campa, MDPLS
Sue Cvejanovich, MDPLS
Lou McLean, MDPLS
Bonnie Rothschild, MDPLS
Sheila Berke, MDPLS
Kelly Wilbur, MDPLS
Michele Dye, MDPLS
Eric Gormley, MDPLS
Diana Hernandez, MDPLS
Candy Granda, MDPLS
Audrey Ryan, MDPLS
Sue Camner, ETSD

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the DPM and the SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Raymond Santiago, Director, MDPLS
Harpal Kapoor, Director, MDT
John Renfrow, Director, MDWASD
Esther Calas, Director, PWD
Angel Petisco, Interim Director, ETSD
Penelope Townsley, Director, SBD

SELECTION COMMITTEE
MIAMI-DADE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS FOR
INTEGRATED LIBRARY SYSTEM

RFP NO. RQLB0800005

Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Julian R. Manduley Non-Voting Chairperson	DPM	--	--	--	--	(305) 375-2179
Phyllis Sue Alpert Assistant Director	MDPLS	1980	White Female	Master of Library Science	Librarian	(305) 375-5184
Gia Arbogast Service Administrator	MDPLS	1986	Black Female	Master of Library Science	None	(305) 375-2619
Georgina Del Valle Computer System Administrator	MDPLS	1985	Hispanic Female	Bachelor of Science in Biological Sciences	None	(305) 375-3660
Anthony Bacallao Network Systems Integrator	MDT	2000	Hispanic Male	Bachelor of Science in Computer Engineering	None	(786) 469-5130
Andrew Wong Computer Services Manager	MDWASD	1991	Asian Male	Bachelor of Mathematics, Computer Science	None	(786) 552-8888
Teresa Fuentes-Smart, Chief Technology Services (Alternate)	PWD	1989	Hispanic Female	Bachelor of Science in Computer Science	None	(305) 375-2085

SELECTION COMMITTEE
MIAMI-DADE PUBLIC LIBRARY SYSTEM
REQUEST FOR PROPOSALS FOR
INTEGRATED LIBRARY SYSTEM

RFP NO. RQLB0800005

TECHNICAL ADVISORS/COMMERCIAL SUBCOMMITTEE (NON-VOTING)						
Committee Member/ Title	Department	Start Year With County	Ethnicity/ Gender	Education	Professional Licenses	Telephone #
Maribel Piloto Librarian 3	MDPLS	1983	Hispanic Female	Master of Library Science, Bachelor of Arts in Liberal Studies	Miami-Dade County Supervisory Certification	(305) 375-3855
Reynaldo Mesa Operations Supervisor	MDPLS	2002	Hispanic Male	Bachelors in Computer Science	None	(305) 375-1546
Julio Campa Network Manager 2	MDPLS	1997	Hispanic Male	Bachelor of Science in Electrical Engineering	CCNA, CCDA	(305) 375-5006
Sue Cvejanovich Main Library and Circulation Administrator	MDPLS	1990	White Female	Master of Library and Information Science	None	(305) 375-3555
Lou McLean Cataloging Manager	MDPLS	1979	White Female	Master of Library Science	None	(305) 375-1031
Bonnie Rothschild Librarian 3, Training Manager	MDPLS	1974	White Female	Master of Library Science	None	(305) 375-2044
Sheila Berke Collection Management Librarian	MDPLS	1991	White Female	Master of Library Science, Bachelor of Arts	None	(305) 375-5505
Kelly Wilbur Librarian 3	MDPLS	2002	White Female	Master of Library Science, Bachelor of Arts	None	(305) 375-5015
Michele Dye Librarian 3, Branch Manager	MDPLS	2001	Black Female	Master of Science in Library Science and Information Studies, Bachelor of Arts in English	None	(305) 636-2233
Eric Gormley Librarian 1	MDPLS	2002	White Male	Master of Library and Information Science	None	(305) 822-6522
Diana Hernandez Librarian 4, Manager, Access Services	MDPLS	1980	Hispanic Female	Ph.D. in Spanish Literature, Master of Arts in Library Science, Master of Arts in Spanish,	None	(305) 666-7067
Candy Granda Librarian 4	MDPLS	1999	White Female	Master of Library Science	None	(305) 375-5015
Audrey Ryan Librarian 4	MDPLS	1975	White Female	Master of Library Science, Bachelor of Arts in Education	None	(305) 474-7251
Sue Camner Senior Systems Analyst/ Programmer	ETSD	1992	White Female	Master of Science in Management Information Systems, Master of Business Administration - Finance, Bachelor of Business Administration - Computer Science	None	(305) 596-8322