

**AGREEMENT BETWEEN**  
**Brevard County Libraries**  
**AND**  
**The Library Corporation**

**FOR AN ONLINE INTEGRATED LIBRARY AUTOMATION SYSTEM**



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**AGREEMENT BETWEEN**  
**Brevard County Libraries**  
**AND**  
**The Library Corporation**

**FOR AN ONLINE INTEGRATED LIBRARY AUTOMATION SYSTEM**

This Agreement is made by and between Brevard County Board of County Commissioners on behalf of the Library Services Department (hereinafter referred to as "Brevard County" or "the Library"), having its offices at 219 Indian River Drive, Cocoa, FL 32922 and The Library Corporation (hereinafter referred to as "TLC"), a Maryland corporation having its offices at Research Park, Inwood, WV 25428.

RECITALS

The Board of County Commissioners of Brevard County, for the benefit of its Library Services Department desires to contract with TLC to obtain the EQUIPMENT and the SERVICES, and to license the SOFTWARE described in this Agreement for use by the members of the Brevard County Libraries, and TLC desires to contract with the Library to provide the EQUIPMENT and the SERVICES, and license the SOFTWARE described in this Agreement.

In consideration of the mutual covenants, promises, and undertakings contained herein, the parties agree as follows:

AGREEMENT

**1. Contract Documents**

The following are attached and incorporated herein as exhibits as part of the contractual agreement (hereinafter "Agreement") with the Library:

- Exhibit A: RFP dated July 13, 2006 and its Addendums dated July 25, 2006 and July 28, 2006
- Exhibit B: TLC's RFP Response dated August 9, 2006
- Exhibit C: Listing of Software Modules that will be provided by TLC
- Exhibit D: Listing of Hardware that will be provided by TLC
- Exhibit E: Listing of Services that will be provided by TLC
- Exhibit F: Listing of Additional Support Services to be provided by TLC
- Exhibit G: Listing of Third Party Software Provisions
- Exhibit H: Final Pricing Sheet
- Exhibit I: Schedule of Activities and Payments
- Exhibit J: Data to be Migrated or Converted to SYSTEM
- Exhibit K: Maintenance Agreements for Hardware and Software
- Exhibit L: Performance Warranties and Testing
- Exhibit M: System Capacity and Growth Plan
- Exhibit N: Development Items
- Exhibit O: Optional Items

**2. Purpose and Scope**

The purpose of this engagement is to implement the CARL•X Library Automation Software Suite and the hardware and operating system(s) as listed in Exhibits C, D, E, F, and G (collectively referred to as "The SYSTEM") with the functionality

as listed in Exhibits A and B, performance as listed in Exhibit L, at the agreed upon pricing as listed in Exhibit H, under the schedule as listed in Exhibit I.

The objective of this engagement is to implement the listed software modules, hardware, and operating system(s), including, but not necessarily limited to,

- Installing the hardware and operating system(s),
- Installing the software modules,
- Assisting with configuration,
- Providing user training in all aspects of the SYSTEM,
- Migrating library data from the Library's current library automation system,
- Assistance with resolution of any data problems resulting from migration,
- Processing the Library's bibliographic data to provide MARC format error correction and authority control records,
- Providing complete documentation of the SYSTEM,
- Providing on-going maintenance and support of the SYSTEM
- Providing on-going enhancements and upgrades to the SYSTEM
- Providing all additional support functions as listed in the Exhibits

### **3. Membership of Brevard County Libraries**

TLC and the Library acknowledge that other libraries may be added to the Brevard County Libraries in the future. The addition of public libraries within the County is considered membership and not subject to additional licensing. However, if Brevard County Libraries should wish to add additional institutions outside of their current jurisdiction and governance, then this Agreement will be amended to incorporate changes necessitated by new membership.

### **4. Term of Agreement**

The term of this Agreement shall be for 3 years and commence upon the signing thereof. At the end of 3 years, the contract will be automatically renewed annually unless the Library is notified by TLC or TLC is notified by the Library 90 days prior to the anniversary date.

Maintenance services will begin upon the expiration of the warranty periods and will continue for a one (1) year period thereafter. Such services are subject to annual renewal at the mutual consent of the parties. The costs of renewal for the first three (3) years of maintenance service are reflected in Exhibit K to this Agreement.

### **5. Warranty of Right to License or Sell**

TLC hereby warrants that at the time of delivery it has the right to grant the software license(s) referenced herein including all third-party software license(s).

TLC hereby warrants that it has the right to convey title to all hardware referenced herein free and clear of all liens and encumbrances.

TLC agrees that it shall not pass through to the Library any additional costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. TLC does not grant to the Library ownership of any patents, trademarks, copyrights, or royalties concerning any products furnished under this Agreement.

### **6. Furnishing of EQUIPMENT and SOFTWARE**

Subject to the terms and conditions set forth herein, TLC shall furnish and install in the computer room located at 308 Forrest Ave, Cocoa, FL the hardware listed on Exhibit D (collectively referred to as the "EQUIPMENT") and the software listed in Exhibits C and G (collectively referred to as the "SOFTWARE").

## **7. Purchase of EQUIPMENT and License of SOFTWARE**

The Library hereby agrees to purchase the EQUIPMENT at the price listed on Exhibit H. If TLC announces replacement of any of the EQUIPMENT due to obsolescence or performance issues before delivery, such EQUIPMENT will be provided to the Library at the prices indicated in Exhibit H. If TLC announces new products similar to those listed on Exhibit D before delivery of EQUIPMENT to the Library, the Library reserves the right to examine and acquire the new EQUIPMENT at the announced price. If TLC lowers prices of any piece of equipment before the delivery of said equipment TLC shall pass on the savings to the Library.

The Library agrees to purchase all EQUIPMENT listed in exhibit D from TLC, and TLC agrees to meet all performance obligations. The Library reserves the right to purchase additional related equipment not included in this Agreement at the time of signing from any vendor of its choice providing such equipment meets the requirements of the SYSTEM which shall be provided by TLC in writing upon request.

The Library hereby agrees to purchase a license for the use of the SOFTWARE at the price specified on Exhibit H. If TLC announces replacement of any of the SOFTWARE due to obsolescence or performance issues before delivery, such SOFTWARE will be provided to the Library at the prices indicated in Exhibit H. If TLC announces enhancements or upgrades to any of the SOFTWARE before delivery, those enhancements and upgrades will be provided to the Library at no additional price for a period of one year commencing on the date of the signing of this Agreement. If TLC announces new products similar to those listed on Exhibit C before delivery of SOFTWARE to the Library, the Library reserves the right to examine and acquire the new SOFTWARE at the announced price. If TLC lowers prices of any piece of software before the delivery of said software TLC shall pass on the savings to the Library.

The Library agrees to license all SOFTWARE listed in exhibit H through TLC, and TLC agrees to meet all performance obligations. The Library reserves the right to purchase additional related software not included in this Agreement at the time of signing from any vendor of its choice providing such software meets the requirements of the SYSTEM which shall be provided by TLC in writing upon request.

## **8. Furnishing of SERVICES**

Subject to the terms and conditions set forth herein, TLC shall furnish and sell to the Library the services listed on Exhibit E and F (collectively referred to as the "SERVICES")

## **9. Purchase of SERVICES**

The Library hereby agrees to purchase the SERVICES at the price listed on Exhibit H. If TLC announces new services similar to those listed on Exhibits E and F before delivery of SERVICES to the Library, the Library reserves the right to consider and purchase the new services at the announced price. If TLC lowers prices of any service before the delivery of said service, TLC shall pass on the savings to the Library.

The Library agrees to purchase all SERVICES listed in exhibits E, F from TLC, and TLC agrees to meet all performance obligations.

## **10. Transportation and Installation of EQUIPMENT**

### **A. Transportation**

1. All shipping and insurance to and from the installation\_site are the responsibility of TLC.
2. All shipments to the installation site shall be made by commercial carrier and/or vehicle properly constructed for shipment of electronic and computer equipment with the carrier providing inside delivery.

3. All central site equipment shall be unpacked on site and then delivered inside the Computer Room. All peripheral equipment shall be shipped to the same location or to an alternate location as designated by a letter from the Library.

4. EQUIPMENT shall be preserved, packed, and marked in accordance with TLC's standard practice.

5. TLC shall bear the cost of transportation whenever the EQUIPMENT is shipped for warranty or performance replacement purposes, unless the replacement is necessary due to the fault or negligence of the Library, and for all temporary substitute products.

6. When EQUIPMENT is moved for warranty or performance replacement purposes, TLC shall pay all rigging and drayage costs, unless the replacement is necessary due to the fault or negligence of the Library. If any peripherals are purchased by the Library from TLC (such as barcode readers, receipt printers, or PCs), the Library will pay for shipment to repair under warranty and TLC will pay for return shipping.

#### B. Installation

TLC shall install the EQUIPMENT, ready for use on or before the installation date(s) specified in Exhibit I. The EQUIPMENT will not be considered ready for use until the EQUIPMENT has passed a quality assurance test, which demonstrates that the EQUIPMENT is operating in a manner consistent with the manufacturer's specifications, has been installed correctly and that all required components are present. The quality assurance test consists of error free execution of standard diagnostic routines for a continuous twenty four (24)-hour period.

#### C. Relocation

Following prior written notice by the Library to TLC a minimum of fifteen (15) working days in advance of relocation, the Library may relocate all or any part of the EQUIPMENT.

TLC shall supervise the de-installation, packing, unpacking, relocation, and re-installation of any EQUIPMENT relocated hereunder. All EQUIPMENT so relocated shall be packed and transported in accordance with TLC's then-current standards. TLC will provide a description of its then-current standards for packing and transportation to the Library upon request, or when TLC is notified by the Library of relocation.

The Library shall pay for TLC's on-site services in connection with relocation at TLC's then-published rates.

The Library may relocate without notice any terminals, computer workstations, light pens, scanners, terminal printers, or like peripherals to any location.

#### D. Delivery Schedule

The estimated delivery dates are set forth in Exhibit I.

The Library will have the right to change the delivery schedule as set forth in Exhibit I without penalty, at any time, provided written notice is given to TLC thirty (30) calendar days prior to the scheduled date shown in the Exhibit.

#### E. Risk of Loss

TLC assumes responsibility for all risks of loss or damage related to the transportation and delivery of the EQUIPMENT furnished under this Agreement to the installation site. After such delivery, the Library assumes responsibility for all risks of loss or damage except for those caused by the negligent act or omission of TLC's employees, agents or assigns during the course of installation, testing or implementation of the EQUIPMENT.

## **11. SOFTWARE Delivery and Licensing**

### **A. General**

Subject to the terms and conditions herein set forth, TLC agrees to provide to the Library both source and object code versions of the SOFTWARE, and hereby grants a non-transferable and non-exclusive license for as long as the Library owns and operates the SYSTEM to use the SOFTWARE, as well as any additions and/or supplements thereto, solely in the conduct of the Library's business. The foregoing shall not be construed to preclude the Library's accomplishing services using the TLC SOFTWARE for institutions outside the current libraries jurisdiction without the prior written consent of TLC, which consent will not be unreasonably withheld. The Library acknowledges by virtue of this license, the Library acquires only the right to use the original and permitted duplicate copies of the SOFTWARE, as well as any additions and/or supplements thereto, as described herein and does not acquire any rights of ownership in the SOFTWARE which rights shall remain exclusively with TLC. The term of the license shall remain in force as long as the Library is substantially in compliance with all the provisions of this Agreement.

### **B. Protection of Proprietary SOFTWARE**

The Library agrees that the SOFTWARE, together with all materials and knowledge related thereto obtained by the Library, shall be held in confidence and shall not at any time, either during the term of the license or thereafter, be made available in any form to any person or entity other than to employees of the Library or consultants or contractors retained by, or responsible to, the Library to the extent that such disclosure is reasonably necessary to the Library's use of the SOFTWARE authorized hereunder, without the express written consent of TLC, which consent will not be unreasonably withheld. The Library agrees that in the event of its employing any consultants or contractors who would have access to the SOFTWARE, it will make all reasonable efforts to ensure that such consultants or contractors execute an agreement or agreements whereby they recognize, accept, and agree to observe the protection agreements afforded to TLC by this Section. The foregoing obligations will not apply, however, to any information that:

- (a) is, or hereafter becomes, generally known to the public without fault or breach on the part of the Library;
- (b) TLC regularly provides to third parties without restriction on disclosure;
- (c) the Library obtains from a third party without restriction on disclosure and without breach of any nondisclosure obligation; or
- (d) the Library develops independently.
- (e) is required to be disclosed or provided pursuant to Florida Statute Chapter 119. Should the County/Libraries receive a public records request which requires the disclosure of records relating to the equipment, software, or other materials provided to the County/Libraries pursuant to this agreement, the Library shall notify TLC and the parties shall cooperate in responding to the records request. In the event that exemptions from disclosing records are asserted pursuant to Florida or Federal Statute, and the exemptions relate to records originated or produced by TLC, TLC shall be responsible for defending any action in any court for the purpose of defending the claimed exemption, including attorneys fees and costs

### **C. Right to Copy**

The Library agrees that it will not copy or in any way duplicate the SOFTWARE or any materials related thereto, in whole or in part, except as expressly authorized to do so by this license or by written consent of TLC. TLC hereby expressly authorizes the Library to copy SOFTWARE for its own use, solely for archive or emergency restart purposes or to replace a worn copy, or to make duplicate copies of portions of the SOFTWARE to reside on the Library's SYSTEM for purposes of efficiency or convenience.

### **D. Materials Developed by TLC or the Library**



The Library agrees that all training and procedural materials developed by TLC in conjunction with the SOFTWARE shall be the property of TLC. The Library further agrees that additions and supplements to the SOFTWARE, which may be developed for the Library through the reimbursed or un-reimbursed efforts of TLC employees or agents, whether or not in conjunction with the Library's employees or agents, shall be the exclusive property of TLC. All training and procedural materials developed by the Library acting without TLC shall be the exclusive property of the Library. However, as long as the Library continues to use the hardware and or the software provided by TLC under this Agreement, it shall be entitled to keep an appropriate number of copies of all training and procedural materials needed to efficiently operate the system regardless of whether the Library has any existing maintenance agreement with TLC.

#### E. Proprietary Rights

TLC retains for itself, and the Library acknowledges that TLC so retains, all proprietary rights in and to all designs, engineering details, and other data pertaining to the SYSTEM, and retains for itself the sole right to manufacture, lease, license, and sell any and all such systems. The SOFTWARE shall be deemed to be a trade secret of TLC.

#### F. Ownership of Data

All bibliographic, item, fine, patron, transaction, acquisition, financial and other records migrated from the Library's existing library automation system, entered into the database of the Library, or supplied to TLC by the Library, are and shall remain, the sole property of the Library. TLC shall not, without the Library's written consent, copy or use such records, except to carry out contracted work with the Library, will not transfer such records to any other party not involved in the performance of this Agreement; and will return submitted records to the Library upon completion of the work hereunder, or earlier upon request.

TLC understands that certain information held by the Library System is confidential and such information shall not be disclosed to any third party by TLC, its officers, its employees, or its subcontractors except as provided by court order or law.

#### G. Delivery and Installation Schedule

The estimated delivery and installation dates are set forth in Exhibit I.

The Library will have the right to change the delivery schedule as set forth in Exhibit I without penalty, at any time, providing written notice is given to TLC thirty (30) calendar days prior to the scheduled date shown in the Exhibit.

## **12. Installation and Site Security**

TLC, its agents, employees or subcontractors shall conform in all respects with physical, fire or other published security regulations while on the Library's premises. The Library will inform TLC of relevant and any unusual regulations within thirty (30) days of contract signing.

## **13. Patent and Copyright Protection**

TLC shall pay all copyright, patent, or other royalties, if any, in respect to the use of the SYSTEM. TLC will defend, at its expense, any action brought against the Library to the extent that the action is based on a claim that the manufacture, sale, operation, or use of the EQUIPMENT or SOFTWARE (or any part thereof) infringes upon any third party's U.S. patent rights or breaches any third party's U.S. copyright or industrial property rights and TLC will pay any and all costs and damages payable by the Library in respect of any such action. The Library will have the right to be represented by counsel of its choice in connection with any such claim, and TLC agrees to pay or reimburse the Library for costs and reasonable attorneys' fees incurred in connection with such representation.

If the EQUIPMENT or SOFTWARE (or any part thereof) becomes (or in TLC's opinion is likely to become) the subject of a claim based on an alleged infringement or breach as aforesaid, TLC may, at its expense and option, with prior written notice within 30 calendar days to the Library, do one of the following:

- (a) modify the SYSTEM so that there is no longer any infringement or breach without adversely affecting the functional or performance capabilities of the SYSTEM; or
- (b) procure for the Library the right to continue to use the SYSTEM; or
- (c) substitute for the relevant EQUIPMENT or SOFTWARE other equipment or software having a functional and performance capability equivalent to the replaced EQUIPMENT or SOFTWARE or which satisfies the Library's need; or
- (d) take back such EQUIPMENT or SOFTWARE and refund any sums the Library has paid TLC on account of the purchase price less an amount based on industry standards and protocols for use, damage, depreciation, and obsolescence.

TLC shall have no liability respecting any claim of infringement or breach as aforesaid based upon the combination, operation, or use of the EQUIPMENT or SOFTWARE with equipment, software, apparatus, devices, or things not supplied by TLC or in a manner not substantially consistent with TLC's specifications and instructions. This Section states the entire liability of TLC for any type of infringement or breach whatsoever of the industrial or intellectual property right of third parties resulting from or relating to the manufacture, sale, operation, or use of the EQUIPMENT and SOFTWARE.

## **14. Training**

TLC shall provide training sessions on the operations and use of the SYSTEM for the Library's personnel as set forth in Exhibit E of this Agreement at times and locations to be agreed upon by TLC and the Library personnel associated with the installation of the EQUIPMENT and the SOFTWARE. Any additional training required by the Library shall be provided by TLC at TLC's prevailing rate for such services. Any additional training required as a result of EQUIPMENT and/or SOFTWARE upgrades to the SYSTEM purchased under this Agreement will be provided as determined jointly by TLC and the Library. Nothing in this Agreement shall be construed to obligate the Library to purchase any additional training or periodic review sessions.

The Library reserves the right without charge to record in any audio and/or video format TLC's training sessions for later re-use by the Library for its own internal purposes.

TLC shall provide without additional charge a training environment consisting of copies of all SOFTWARE, configured as is the production system, and including copies of all, or a portion of, the Library's bibliographic records, patron records, item records, fine records and other relevant records. The training environment will be resident on the Library's server. Use of the training environment shall not alter in any manner the production SYSTEM, nor shall it interfere with the performance of the production SYSTEM. The training environment will be usable for the testing of any updates or patches to the SOFTWARE before such are applied to the production system as well as for training or re-training Library staff in the operation of the SOFTWARE. Maintenance of the training environment will be covered by the Maintenance Agreement incorporated herein. The training/system test environment will be initially installed on the production server and will later be ported to a library provided server. That will then become the TLC training/systems test server.

The Library will provide a suitable training environment for on-site classes. This will include a PC and network connectivity for each person being trained, whiteboard or flipchart and network connectivity for the trainer, projection screen and data projector. Space will be conducive to training and be away from normal workspace. Class size will not exceed twelve (12) trainees.

The estimated training dates are set forth in Exhibit I.

## **15. Documentation**

Complete documentation as defined in this Section shall be made available to the Library upon signing of this Agreement with the exception of EQUIPMENT documentation, which will be provided at the time the EQUIPMENT is delivered and installed.

All documentation shall be amended to indicate any changes in the HARDWARE and the SOFTWARE made after the SYSTEM is certified ready for use and all such documentation shall be delivered to the Library in proper form prior to final payment, per Exhibit I.

TLC agrees to provide the Library without additional charge, both in hard-copy and in electronic format:

(a) Four (4) copies of a TLC Users Reference Manual which describes the SYSTEM functions, including such topics as security, file descriptions, file maintenance, searching, cataloging features, circulation features, acquisitions features, serials control features, and reports.

(b) Appropriate user documentation for all the EQUIPMENT, including at least one (1) copy of each of the manuals for each type of the EQUIPMENT.

(c) One (1) complete set of manuals for the computer that describes such activities as system boots, file saves, tape loading, and proper handling of the HARDWARE, OPERATING SYSTEM, and PROGRAMMING LANGUAGES.

All revisions to documentation and manuals will be supplied by TLC at no additional cost, so long as a maintenance agreement is in effect between the Library and TLC.

TLC grants to the Library the right to copy or otherwise reproduce for training or other internal uses portions of TLC-produced documentation and manuals furnished pursuant to this provision at no additional charge provided that TLC's statement of copyright be included on each copy.

The Library reserves the right to create documentation for use by library staff based upon the documentation provided by TLC. Such documentation will be for the internal use of the Library only, unless permission for other use is granted in writing by TLC.

## **16. Migration and Conversion of Data**

The Library shall provide to TLC copies of all current data as listed in Exhibit J that is to be migrated to the SYSTEM in the formats required by TLC for this purpose. TLC warrants that all data will be migrated correctly based upon data conversion specifications provided to TLC and provided the data is free of error and is in the proper formats. TLC further warrants that they will assist the Library in resolving any problems arising from data migration or conversion based upon the data conversion specifications.

## **17. Maintenance Agreement**

TLC shall provide maintenance services to the Library for the SYSTEM as shown in Exhibit K. Services will be provided at the prices shown in Exhibit K, Rider A. Ninety (90) days prior to the end of a maintenance year, TLC will provide pricing to the Library for the following year. This pricing will reflect any increases due to cost of living or increases from our suppliers

Additional charges may apply at TLC's then standard rate if the Library requires services not covered under the Maintenance Agreement.

If the Library elects to purchase additional support services, as described in Exhibit F, then those provisions will take precedence.



## **8. Warranties**

TLC warrants that the Library shall acquire good and clear title to the EQUIPMENT being purchased by the Library hereunder, free and clear of all liens, encumbrances, and rights of third parties. All EQUIPMENT shall be new.

TLC further warrants that at the point and time of installation, the EQUIPMENT shall be free from defects in design, workmanship, and materials. This warranty shall continue for the extent of the Manufacturer's warranty. If, during such warranty period, the Library provides written notice of the discovery of any defects in the EQUIPMENT, TLC will, at its expense, repair all defects or replace portions of the EQUIPMENT (TLC shall choose whether to repair or replace) , where appropriate, provided TLC's inspection at the site of the EQUIPMENT by TLC, its agents or contractors demonstrates the existence of the defects asserted by the Library. Portions of the EQUIPMENT which are of an expendable nature, both mechanical and electrical, including, but not limited to, ribbons, brushes, and paper, are excluded from the warranty provided in this Section.

During the Warranty period, Remedial Maintenance will be performed as soon as possible within contracted response time after notification that the SYSTEM is inoperative. TLC will provide the Library with a designated point of contact for notification of the need for remedial maintenance.

TLC further warrants that SOFTWARE shall have a warranty period of one (1) year. The warranty period begins upon completion of onsite training subsequent to completion of installation.

"Contracted Response Time" is defined as the time within which TLC's maintenance personnel MUST have constructively started remedial maintenance work to resolve the problem (e.g. support personnel have accessed the SYSTEM either directly or through the VPN connect) after notification by the Library that remedial maintenance service is required. Contracted Response Time is hereby established to be four hours from time of notification during the following hours:

Monday - Friday 6:00 a.m. - 6:00 p.m. Mountain Time (8:00 a.m. – 8:00 p.m. Eastern Time)

Holidays excluded are:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day

Maintenance requests initiated by the Library within the contracted hours of maintenance shall be responded to within four (4) hours of notification, even though such time may extend into non-contracted hours, at no additional cost to the Library. If services are to be performed after hours, at the request of the Library, they will be at the rates included in Exhibit O under optional services. After hours emergency support is available and included. Emergency calls may be initiated by calling the support telephone line or by submitting an online trouble ticket with an emergency status. Our staff will be called and the Library will receive a call back.

The provisions of the warranty set forth in this Section shall extend only to the Library as an original purchaser and in no event will extend beyond repair or replacement of the defective portions of the EQUIPMENT.

TLC hereby warrants that the SOFTWARE functions as described in Exhibits A and B and in the documentation provided. Should the SOFTWARE fail to function as described, TLC will remedy such problem within a reasonable time frame after the Library reports such problem. Timeframes for remedy are as shown in Exhibit L.

if the Library elects to purchase additional support services, as described in Exhibit F, then those provisions will take precedence.

## **19. Contractor Commitments**

Any written commitment by TLC within the scope of this Agreement shall be binding upon TLC. Failure of TLC to fulfill such a commitment shall render TLC liable for damages in an amount to be determined by the Library and TLC together, or if such agreement cannot be reached by mediation or non-binding arbitration according to the Commercial Rules of the American Arbitration Association.

For the purposes of this Agreement, a commitment by TLC, which must be in writing, includes:

1. prices and options committed to remain in force over a specified period(s) of time;
2. any warranty or representation made by TLC in a proposal as to hardware or software performance or any other physical, design or functional characteristics of a machine, software package or system;
3. any warranty or representation made by TLC concerning the characteristics or items in two (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal;
4. any modification of or affirmation or representation as to the above which is made by TLC in writing in or during the course of negotiation whether or not incorporated into a formal amendment to the proposal in question; and
5. any representation by TLC in a proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices and options committed to remain in force over a fixed period of time or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this Agreement.

## **20. Indemnification**

TLC shall protect, indemnify and hold the Brevard County Board of County Commissioners, the Merritt Island Public Library Tax District Board, the North Brevard Public Library District Board, and their officers, agents and employees harmless from and against claims, losses and expenses, including attorneys fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services provided under this Agreement, provided such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of TLC, any of its subcontractors or any of their employees,

## **21. Limitation of Liability**

TLC's total liability for matters arising from this Agreement shall be limited to the amount of insurance provided under paragraph 22 of this Agreement. Neither Brevard County nor TLC is liable for indirect or consequential damages, however caused.

## **22. Insurance**

The insurance required shall provide adequate protection for Brevard County from the actions of TLC and its staff or subcontractors which may result in damage claims that may arise from operations under the Agreement, whether such operations are performed by the insured or by anyone directly or indirectly employed by TLC.

- a. **Commercial General Liability Insurance:** A combined bodily injury and property damage per occurrence limit of not less than \$1,000,000. The policy shall contain blanket contractual liability products, and completed operations

coverage, and independent Vendor's coverage. Coverage shall be continuous during any contract term and for not less than twenty-four (24) months following completion of services under this Agreement.

- b. **Automobile Insurance Policy:** The policy shall be maintained for the duration of this Agreement and shall, at a minimum, consist of \$1,000,000 combined single limit, per accident.
- c. **Employer's Liability Insurance:** The policy shall be maintained for the duration of this Agreement and shall, at a minimum, consist of \$1,000,000 combined single limit, per accident or occurrence.
- d. **Statutory Workers' Compensation and Employer's Liability (EL) Insurance:** The policy shall be maintained for the duration of this Agreement and shall, at a minimum consist of \$1,000,000 combined single limit, per accident.
- e. **Professional Liability Coverage:** Coverage of not less than \$1,000,000 per claim to cover errors in programs or in systems design and consulting operations. Coverage shall be continuous during any contract term and for not less than twenty-four (24) months following completion of services under this Agreement, including any renewals.

Prior to commencing any work under this Agreement, TLC shall deliver to the Library insurance certificates confirming the existence of the insurance required by this Agreement. Insurance policies shall contain a provision that the insurer waives any and all rights to subrogation it may have against Brevard County, the Library or TLC because of any payment made under any such policy of insurance. TLC shall include Brevard County (Board of County Commissioners, its officers, agents and employees) as additional insureds on the coverage's and limits described above. Said certificates shall provide that no such insurance shall be canceled prior to thirty (30) days prior written notice of cancellation having first been delivered to the Library by the insurance companies that have issued the insurance.

### **23. Taxes**

Prices are exclusive of all sales, use, and like taxes. If applicable, the Library shall certify and provide appropriate documentation thereof, that it is exempt from all known federal, state or local sales, use, or like taxes.

### **24. Independent Contractor**

TLC shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of TLC be considered as an employee of the Library.

### **25. Equal Opportunity Clause**

TLC shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, marital status, age, or physical handicap in the performance of this Agreement.

### **26. Non-Hiring of Employees**

The Library agrees not to solicit for employment or hire any TLC employee engaged in fulfilling the terms of this Agreement without prior written consent of TLC. Likewise, TLC agrees not to solicit for employment or hire any Library employee engaged in fulfilling the terms of the Agreement without prior written consent of the Library.

## **27. Non-Assignability**

No assignment of this Agreement or any right or interest therein by TLC shall be effective unless the Library shall first give its written consent to such assignment, which consent will not be unreasonably withheld. No subcontracting of any portion of this Agreement shall be effective unless the Library shall first give its written consent to such assignment which consent will not be unreasonably withheld. The Library explicitly agrees to TLC's use of Sun Microsystems as a subcontractor. The performance and direct oversight of this contract by TLC is material to this contract.

## **28. Publicity**

TLC agrees to submit to the Library all press releases, advertising, sales promotion, and other publicity matters relating to any product furnished by TLC to the Library wherein the Library's name is mentioned, excluding TLC's customer lists. TLC shall not publish or knowingly permit to be published any such material without the prior written consent of the Library, which consent will not be unreasonably withheld. TLC further agrees not to refer to the Library in any press releases, advertising, sales promotion, and other publicity matters in such a manner as to state or imply that the products or services provided hereunder are endorsed or preferred by the Library, unless the Library agrees otherwise in writing.

TLC agrees to allow the Library to use their name in any and all press releases, advertising, sales promotion, and other publicity matters relating to any product furnished by TLC without prior notification provided that such use does not reflect negatively upon, slander, or interfere with the business of TLC.

## **29. SYSTEM Modification**

TLC may provide to the Library from time to time modifications of the construction and/or the design of the EQUIPMENT and/or the SOFTWARE. The Library agrees to install such SOFTWARE modifications within one hundred and twenty (120) days of their receipt from TLC, and to permit TLC to install such EQUIPMENT modifications. If necessary, the Library shall allow TLC's personnel access to the SYSTEM during normal business hours, or at such other times as may be mutually agreed upon, for the purpose of installing such modifications. In the event that TLC provides such modifications to the Library, TLC shall supply documentation on the release in the form of release notes and user instructions and may offer training as appropriate via the Web, on-site, or in TLC offices, which shall be sufficient for the use and operation of the SYSTEM by the Library. Any charges for training will be announced in the release documentation.

If the modifications are not acceptable to the Library, the Library may, at its option, choose not to install the modifications and freeze the SYSTEM at the then current release. TLC agrees to maintain that release for two (2) years following freezing.

## **30. Payment**

Payment will be made based upon completion of tasks as listed in Exhibit I and upon submission of an acceptable original invoice mailed to:

Brevard County  
Attn: Library Services Department  
Accounts Payable  
219 Indian River Drive  
Cocoa, FL 32922

All payments will be made in accordance with the Florida Prompt Payment Act, Florida Statute 218.70, et. seq. after receipt of original invoice.

### **31. No Waiver**

No waiver of any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

### **32. Failure to Perform**

In the event TLC has failed to perform an obligation under this Agreement and forty-five (45) calendar days after written notice of said failure to perform is provided to TLC, said failure has not been cured, then the Library may withhold all monies due and payable to TLC, without penalty, until such failure to perform is cured or otherwise adjudicated.

System response times greater than 2.5 second for circulation transactions, 5 seconds for patron record updates, 5 seconds for AquaBrowser searches, or 10 seconds for saving catalog records are considered failures to perform. Any response time test must be conducted on a network segment without competing network traffic.

### **33. Force Majeure**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force Majeure or other causes beyond their reasonable control, including, but not limited to, acts of God, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

### **34. Notices**

All written notices required hereunder shall be provided in writing by first class Mail or by facsimile to the following address or such other address as either party may specify in writing.

Brevard County/Library:

Director  
Brevard County Libraries  
219 Indian River Drive  
Cocoa, FL 32922

TLC:

President  
The Library Corporation  
Research Park  
Inwood, WV 25428

A notice shall be deemed given upon receipt.

### **35. Governing Law / Arbitration**

This Agreement shall be governed in all respects by the Law and Statutes of the State of Florida.



If a dispute arises concerning the operation, enforcement, and interpretation of the provisions of this Agreement, such dispute may be resolved by mediation or non-binding arbitration according to the Commercial Rules of the American Arbitration Association.

In such event, each party shall bear its own costs, however, the arbitrator, in his discretion, may provide for a different allocation of costs. Such award may be confirmed by petition to an appropriate court of general jurisdiction in Florida.

Should the parties not exercise the mediation/arbitration option, venue for any action filed shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

### **36. Severability**

In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government of subdivision thereof, such terms shall be deemed stricken from this Agreement, and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

### **37. Most Favored Nation**

All of the prices, terms, warranties and benefits granted by TLC herein are comparable to or better than the equivalent terms being offered by TLC to any similarly-situated customer.

During the term of this Agreement, any additional hardware, software, or services sought by the Library shall be offered by TLC at prices, terms, warranties and benefits comparable to or better than the equivalent terms being offered by TLC to any similarly-situated customer.

### **38. Funding Availability**

The parties acknowledge that the continuation of the Agreement beyond the first year is contingent upon the appropriation of contract specific funds by the Brevard County Board of County Commissioners for the Libraries on a fiscal year basis. The Library shall have the right to terminate this Agreement in the event that adequate funding is not appropriated, provided however, that the Library shall continue to be responsible for compliance with all software license restrictions herein. The Library agrees to notify TLC of such non-allocation at the earliest possible time. This provision shall not be construed so as to permit the Library to terminate this Agreement in order to acquire similar equipment from a third party.

### **39. Termination**

This Agreement may be terminated for any reason by the Library giving ninety (90) calendar day's written notice to TLC of the Library's intent to terminate. The Library shall pay any amounts owed for services received prior to the termination.

Should TLC no longer be able to perform its obligations under this Agreement due to being adjudged as bankrupt, the Library shall have the right to retain use of any and all software received pursuant to this agreement to the extent allowable by law and the license provisions herein, provided that all fees have been paid to TLC.

TLC shall have the right to terminate this Agreement if the Library:

- a. Assigns this Agreement or any of its rights hereunder;
- b. Neglects or fails to perform or observe any of its existing or future obligations to TLC under this Agreement
- c. Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; and/or

d. Is adjudged as bankrupt

and any of the above condition(s) is not remedied within ninety (90) calendar days after written notice thereof has been given to the Library.

**40. Authorization**

The Library and TLC each have the full power and authority to execute this Agreement and to perform the terms and obligations of the Agreement.

**41. Entire Agreement**

This Agreement, including the Exhibits attached hereto, as listed in Paragraph 1, and by this reference made an integral part hereof, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and neither it nor the rights and obligations hereunder may be changed, modified, or waived except by an instrument in writing signed by the parties hereto.

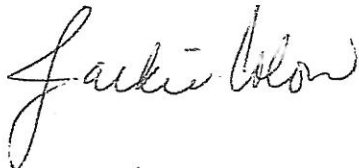
**42. Terms of Agreement and Attachments - Conflict**

The specific provisions of this Agreement control over and superceed the provisions or terms of the Attachments, Exhibits, or Riders to the Agreement to the extent that there is a conflict between the Agreement and said Attachments, Exhibits or Riders

**Brevard County Libraries**

**The Library Corporation**

By:



Its:

Date:

6/19/07



Patricia B. Culkin

Vice President, Denver Operations

Date:

June 11, 2007

**Commissioner Jackie Colon  
1515 Sarno Road, Bldg. B  
Melbourne, Florida 32935**

# Exhibit A

## Brevard County RFP



## **EXHIBIT F**

### **Additional Support Services.**

**No Additional Support Services have been included in this contract**

**EXHIBIT G**  
**Third Party Software Provisions**

MFG	MODEL	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b>PARTNER PRODUCTS</b>					
Medialab	AB	AquaBrowser Library adjunct Search Engine for enhanced searching (requires AB-SERVER)	1	\$32,000	\$32,000
Bowker	SYND	<b>Syndetics Premium Content Package</b> includes book jacket, cover art for CDs, DVDs, and VHS, table of contents, summaries, reviews, annotations, biographies, fiction profiles, author notes, chapter excerpts, and first chapters. Annual subscription is based upon annual circulation and increases 5% annually in price (in addition to any circulation increase). License covers use in any of the following modules: CARLweb, AquaBrowser and YouSeeMore. Implementation included.	1	\$19,757	\$19,757
Talking Tech	TT-Base	<b>Phone Notice Phone Connect System</b> (includes licenses for 2 ports incoming, 4 ports outgoing, base itiva software and reports, voice cards, server, on-site installation and first year maintenance). Shipping included.	1	\$39,731	\$39,731
Talking Tech	TT-SL	<b>Additional Language.</b> Spanish	1	\$6,250	\$6,250
Talking Tech	TT-REC	<b>Recording Module.</b> Allows library to record their own messages	1	\$1,950	\$1,950
WebFeat	WF-EX	<b>WebFeat Express.</b> Broadcast searching and SMART reports. Price is for up to 50 databases. SMART reports provide usage statistics. Annual Subscription based service. Includes installation.	1	\$9,950	\$9,950
Verifone	<b>RiTA</b>	<b>RiTA Credit Card Software</b> for merchant processing. (Library to provide server and SSL license)	1	\$ 12,500	\$ 12,500
<b>TOTAL PARTNER PRODUCTS</b>					<b>\$122,138</b>

**EXHIBIT H**  
Final Pricing Sheet

**Summary**

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	Year 1	Year 2	Year 3
<b>CARL•X</b>			
Server Hardware	\$73,899.00		
TLC Software	\$121,000.00		
Partner Products	\$122,138.00		
Peripherals	\$0.00		
Other Costs	\$145,162.50		
Less Discount	-\$50,000.00		
	<hr/>		
Subtotal One-Time Costs	\$412,199.50		
Server Hardware Maintenance	\$24,737.00	\$0.00	\$0.00
TLC Software Maintenance	\$0.00	\$64,916.00	\$68,161.80
Partner Products Maintenance	\$8,000.00	\$48,947.00	\$51,394.35
Peripherals Maintenance	\$0.00	\$0.00	\$0.00
User Group Conference	\$5,700.00	\$5,900.00	\$6,100.00
Subtotal Maintenance	\$38,437.00	\$119,763.00	\$125,656.15
	<hr/>		
<b>Total</b>	<b>\$450,636.50</b>	<b>\$119,763.00</b>	<b>\$125,656.15</b>
Estimated Maintenance Increases per year		3%	5%
<b>3 Year Total</b>	<b>\$696,055.65</b>		

Estimated increases are shown as examples; actual increases are based upon contract terms and conditions.

## EXHIBIT I

### Payment Schedule and Project Plan

<b>Payment #</b>	<b>Milestone</b>	<b>% of Total Contract</b>	<b>Amount</b>
1	Contract Signing	10.0%	\$41,219.95
2	Hardware Installation	35.0%	\$144,269.83
3	Acceptance of Data Conversion Test	10.0%	\$41,219.95
4	Completion of Training	10.0%	\$41,219.95
5	Completion of User Acceptance Test	20.0%	\$82,439.90
6	Live - Productive Use of System	15.0%	\$61,829.92
<b>TOTAL</b>		<b>100.0%</b>	<b>\$412,199.50</b>

See Project Plan that follows

## **EXHIBIT J**

### **List of Data to be Converted**

**Geac bibliographic data**  
**Geac item (holdings) data**  
**Authority records**  
**Geac patron records**  
**Geac circulation transactions (charge, holds, outstanding fines)**

## EXHIBIT K

### Maintenance Agreements for Hardware and Software

The Library has purchased from TLC an Online Integrated Library Automation System, including both Equipment and Software, listed on Exhibits C and D of this Agreement, collectively referred to as the SYSTEM. TLC agrees to furnish as specified herein services to maintain the SYSTEM, and the Library hereby agrees to purchase maintenance services for the SYSTEM upon the terms and conditions set forth herein.

#### 1. TERM

This Agreement shall commence upon the installation of Hardware as defined in Paragraph 10 b of the main body of this Agreement and shall be for an initial term of three years, and is renewable.

#### 2. GENERAL PROVISIONS

A. TLC shall maintain technical personnel at its Colorado facility for purposes of providing a telephone customer service desk to report problems and discuss questions about operations. For diagnosis or problems, TLC technical personnel shall be able to use a VPN to connect to the Library's CPU directly.

B. Unless the Library purchases additional support services, the Library shall be responsible for maintaining a sufficient technical staff to handle normal day-to-day operation and support for the SYSTEM, including but not limited to such tasks as back-ups, trouble shooting, and report handling. It is acknowledged and understood that the maintenance and support service to be provided by TLC hereunder is not intended to supplant the Library's day-to-day operation and support for the SYSTEM.

C. The Library shall provide TLC full and free access to each item of EQUIPMENT or SOFTWARE to allow TLC to provide its maintenance services hereunder, and a suitable place in which to perform such service shall be made available to TLC. The Library shall provide TLC all access to the SYSTEM which TLC believes is necessary or desirable for the performance of its maintenance services under this Agreement. A designated representative of the Library shall be in the building whenever TLC personnel are present.

D. The Library shall provide suitable environmental conditions, including space, heat, light, ventilation, cooling, electrical power, current and grounding and the like for the SYSTEM to be maintained properly hereunder, in accordance with TLC specifications.

E. The Library shall not perform nor attempt to perform or cause to be performed, maintenance or repair to the EQUIPMENT or SOFTWARE covered during the term of this Maintenance Agreement except as approved by TLC, which approval shall not be unreasonably withheld.

F. The Library will provide Internet connectivity that will allow TLC to connect a VPN router which will allow TLC to maintain the SYSTEM. As a backup, the Library will provide one (1) direct dial phone line which will connect to a TLC provided modem for password protected access to the VPN router. There will be no cost to TLC for access to the Internet for VPN access.

G. Preventive maintenance will be performed at a time convenient to the library within or contiguous with contracted periods of maintenance. The Library and TLC will develop a mutually agreed upon schedule for TLC to provide preventive maintenance for items requiring such service.

H. Remedial Maintenance will be performed as soon as possible within contracted response time after notification that the SYSTEM is inoperative. TLC will provide the library with a designated point of contact as set forth in Section 5 herewith for notification of the need for remedial maintenance.

"Contracted Response Time" is defined as the time within which TLC' maintenance personnel MUST have constructively started remedial maintenance work to resolve the problem (e.g. support personnel have accessed the

SYSTEM either directly or through the VPN connect) after notification by the library that remedial maintenance service is required. Contracted Response Time is hereby established to be four (4) hours from time of notification during contracted hours of maintenance or extension thereof as set forth in Section 5. Maintenance initiated by the Library within the contracted hours of maintenance shall be responded to within four (4) hours of notification, even though such time may extend into non-contracted hours, at no additional cost to the Library. Response for Sun Microsystems related hardware problems is four (4) hours.

### 3. ON CALL MAINTENANCE

Maintenance service initiated outside the principal contracted maintenance period shall be provided on an on-call basis, at TLC then current hourly rates. Only one (1) maintenance person shall respond to a request for on-call maintenance unless it is mutually agreed that more than one (1) person is required.

### 4. ENGINEERING CHANGES

The installation of such engineering changes as TLC may from time to time require or recommend shall not cause the performance of the SYSTEM modified to be materially degraded. If such engineering changes are scheduled to take two (2) hours or less, they shall be installed at a mutually agreeable time during contracted hours of maintenance. Engineering changes scheduled to take in excess of two (2) hours shall be installed at a mutually agreed upon time.

### 5. TERMS OF MAINTENANCE

A. The principal period for SYSTEM Maintenance shall be as follows:

Sun EQUIPMENT:

Monday – Sunday 12:00 a.m. to 11:59 p.m.

SOFTWARE:

Monday - Friday 6:00 a.m. - 6:00 p.m. Mountain Time (8:00 a.m. – 8:00 p.m. Eastern Time)

After hours emergency support is available and included. Emergency calls may be initiated by calling the support telephone line or by submitting an online trouble ticket with an emergency status. Our staff will be called and the Library will receive a call back.

B. Holidays excluded from scheduled SYSTEM maintenance service include:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day

C. The Library, by giving fifteen (15) days written notice to TLC, may extend the principal period of maintenance to seven (7) day, twenty-four (24) hours a day, for the applicable charges which will be quoted upon notification by the Library of its interest in this option.

5. The designated point of contact for notification of remedial maintenance is:

HELP DESK  
The Library Corporation  
3801 E. Florida Avenue, Suite 300  
Denver, CO 80210  
Voice: 303-758-3030 or toll-free 888-439-2275  
FAX: 303-758-0606

#### 6. GENERAL EXCLUSION

TLC shall have no obligation to provide assistance in correcting errors or problems arising from accident, neglect, misuse, failure of electrical power, failure of the Library to provide appropriate environmental conditions, relocation of EQUIPMENT (unless TLC was contracted to relocate the equipment), or causes other than ordinary use, or in connection with any modifications or alterations to the SYSTEM or to any non-TLC provided software which has been made by or on behalf of the Library without TLC's express written agreement that its maintenance obligations under this Agreement shall be unaffected thereby.

#### 7. CHARGES AND PAYMENTS

A. Annual maintenance charges as set forth in Rider A, are due and payable by the Library annually. Rider A includes costs for EQUIPMENT and SOFTWARE maintenance during the first year of the contract (while warranties are in effect) and second and ongoing years. The first year's annual payment will be invoiced after completion of training. Subsequent year's will be invoiced on the anniversary of the completion of training.

TLC shall be remunerated upon submission of a properly executed original invoice, per paragraph 30 in this Agreement.

B. During the term of this agreement, TLC may increase maintenance charges for its own products not to exceed the CPI-J or 5% whichever is lower. For non-TLC products, increases will not exceed 10% per year.

C. TLC will advise the Library of increases 90 days prior to renewal.



## RIDER A

### Cost Schedule

#### Year 1 Maintenance – Paid at Time of System Installation

MFG	MODEL	DESCRIPTION	QTY	TOTAL
				<b>ANNUAL MNT.</b>
<b>SERVER HARDWARE</b>				<b>3 Year PRE-PAY</b>
Sun	V215-2-4	Sun Fire V215 Server with dual processors; 4gb DRAM; 2x73gb disk; 4 10/100/1000 BaseT ports; 2D graphics adapter; dual power supplies, DVD-ROM	1	\$5,270
Dell	AB-SERVER	Intel rack mounted dual processor server for AquaBrowser	1	\$900
Dell	V245-2-8	Sun Fire V245 Server with dual processors; 8gb DRAM; 2x73gb disk; 4 10/100/1000 BaseT ports; dual power supplies; graphics adapter; DVD-ROM.	1	\$5,823
Sun	V245-2-16	Sun Fire V245 Server with dual processors; 16gb DRAM; 2x73gb disk; 4 10/100/1000 BaseT ports; dual power supplies; graphics adapter; DVD-ROM.	1	\$5,832
SUN	3320-12-146	Sun StorEdge 3320 SCSI Array for CARL.X. Includes 12x146gb disk; dual host controllers; cables; rackmount kit; management software. Configured for 5x146gb RAID 5 use.	1	\$6,912
		<b>SERVER HARDWARE TOTAL</b>		<b>\$24,737</b>
<b>TLC SOFTWARE</b>				
CARL Corp.	CARL.X	CARL.X Software Package. Includes Graphical interfaces for Circulation, Serials, Acquisitions, multi-lingual CARLweb, WebCheck, KidsCatalog Web, and ITS International with authority control - unlimited number of users. Also includes Z39.50 and SIP2 servers, Auxiliary Circulation, CARL.Decision Standard reports, outreach services, EDI transfer, and e-mail notification. Loader for one MARC source is included.	1	\$0
CARL Corp.	Test-Env	CARL.X Support for test environment on separate server. Server must be connected to VPN router.	1	\$0
TLC	OSA	Online Selection Assistant. Hosted Acquisitions solution for unlimited staff workstations for Brevard County.	1	\$0
TLC	YSM	YouSeeMore Portal (annual subscription)	1	\$0
TLC	YSM-eCom	YouSeeMore eCommerce module (hosted) to allow patrons to pay fines and fees via credit card. Includes credit card transaction software and SSL access to server. Assumes library has merchant account established with bank.	1	\$0

CARL Corp.	KCSUB	KCweb Annual Content Subscription. Provides access to regular updates of an online collection of librarian-selected web sites chosen for content, accuracy, currency, reliability, and usability. Implementation included.	1	\$0
CARL Corp.	INV	Inventory Control Software -- Single Institution License (For use with 9430 or 9440 Data Trakker: PC-IRL software; FTP software for PC; for use with TOPGUN)	1	\$0
CARL Corp.	SIP-2	SIP2 Integration Fee per vendor system	4	\$0
		<b>TOTAL TLC SOFTWARE</b>		<b>\$0</b>
<b>PARTNER PRODUCTS</b>				
Medialab	AB	AquaBrowser Library adjunct Search Engine for enhanced searching (requires AB-SERVER)	1	\$8,000
Bowker	SYND	<b>Syndetics Premium Content Package</b> includes book jacket, cover art for CDs, DVDs, and VHS, table of contents, summaries, reviews, annotations, biographies, fiction profiles, author notes, chapter excerpts, and first chapters. Annual subscription is based upon annual circulation and increases 5% annually in price (in addition to any circulation increase). License covers use in any of the following modules: CARLweb, AquaBrowser and YouSeeMore. Implementation included.	1	\$0
Talking Tech	TT-Base	<b>Phone Notice Phone Connect System</b> (includes licenses for 2 ports incoming, 4 ports outgoing, base itiva software and reports, voice cards, server, on-site installation and first year maintenance). Shipping included.	1	\$0
Talking Tech	TT-SL	<b>Additional Language.</b> Spanish	1	\$0
Talking Tech	TT-REC	<b>Recording Module.</b> Allows library to record their own messages	1	\$0
WebFeat	WF-EX	<b>WebFeat Express.</b> Broadcast searching and SMART reports. Price is for up to 50 databases. SMART reports provide usage statistics. Annual Subscription based service. Includes installation.	1	\$0
Verifone	RiTA	<b>RiTA Credit Card Software</b> for merchant processing	1	\$ 0
		<b>TOTAL PARTNER PRODUCTS</b>		<b>\$8,000</b>
CARL Corp.	UG	<b>User Group Conference (3 people)</b>	1	\$5,700

**Ongoing Maintenance after Year 1**

MFG	MODEL	DESCRIPTION	QTY	TOTAL ANNUAL MNT.
<b>SERVER HARDWARE</b>				
Sun	V215-2-4	Sun Fire V215 Server with dual processors; 4gb DRAM; 2x73gb disk; 4 10/100/1000 BaseT ports; 2D graphics adapter; dual power supplies, DVD-ROM	1	3 Years Prepaid in Year 1
Dell	AB-SERVER	Intel rack mounted dual processor server for AquaBrowser	1	
Dell	V245-2-8	Sun Fire V245 Server with dual processors; 8gb DRAM; 2x73gb disk; 4 10/100/1000 BaseT ports; dual power supplies; graphics adapter; DVD-ROM.	1	
Sun	V245-2-16	Sun Fire V245 Server with dual processors; 16gb DRAM; 2x73gb disk; 4 10/100/1000 BaseT ports; dual power supplies; graphics adapter; DVD-ROM.	1	
SUN	3320-12-146	Sun StorEdge 3320 SCSI Array for CARL.X. Includes 12x146gb disk; dual host controllers; cables; rackmount kit; management software. Configured for 5x146gb RAID 5 use.	1	
<b>SERVER HARDWARE TOTAL</b>				
<b>TLC SOFTWARE</b>				
CARL Corp.	CARL.X	CARL.X Software Package. Includes Graphical interfaces for Circulation, Serials, Acquisitions, multi-lingual CARLweb, WebCheck, KidsCatalog Web, and ITS International with authority control - unlimited number of users. Also includes Z39.50 and SIP2 servers, Auxiliary Circulation, CARL.Decision Standard reports, outreach services, EDI transfer, and e-mail notification. Loader for one MARC source is included.	1	\$24,000
CARL Corp.	Test-Env	CARL.X Support for test environment on separate server. Server must be connected to VPN router.	1	\$600
TLC	OSA	Online Selection Assistant. Hosted Acquisitions solution for unlimited staff workstations for Brevard County.	1	\$12,000
TLC	YSM	YouSeeMore Portal (annual subscription)	1	\$7,500
TLC	YSM-eCom	YouSeeMore eCommerce module (hosted) to allow patrons to pay fines and fees via credit card. Includes credit card transaction software and SSL access to server. Assumes library has merchant account established with bank.	1	\$9,500
CARL Corp.	KCSUB	KCweb Annual Content Subscription. Provides access to regular updates of an online collection of librarian-selected web sites chosen for content, accuracy, currency, reliability, and usability. Implementation included.	1	\$9,000

CARL Corp.	INV	Inventory Control Software -- Single Institution License (For use with 9430 or 9440 Data Trakker: PC-IRL software; FTP software for PC; for use with TOPGUN)	1	\$300
CARL Corp.	SIP-2	SIP2 Integration Fee per vendor system	4	\$2,016
		<b>TOTAL TLC SOFTWARE</b>		<b>\$64,916</b>
<b>PARTNER PRODUCTS</b>				
Medialab	AB	AquaBrowser Library adjunct Search Engine for enhanced searching (requires AB-SERVER)	1	\$8,000
Bowker	SYND	<b>Syndetics Premium Content Package</b> includes book jacket, cover art for CDs, DVDs, and VHS, table of contents, summaries, reviews, annotations, biographies, fiction profiles, author notes, chapter excerpts, and first chapters. Annual subscription is based upon annual circulation and increases 5% annually in price (in addition to any circulation increase). License covers use in any of the following modules: CARLweb, AquaBrowser and YouSeeMore. Implementation included.	1	\$19,757
Talking Tech	TT-Base	<b>Phone Notice Phone Connect System</b> (includes licenses for 2 ports incoming, 4 ports outgoing, base itiva software and reports, voice cards, server, on-site installation and first year maintenance). Shipping included.	1	\$5,400
Talking Tech	TT-SL	<b>Additional Language.</b> Spanish	1	\$1,250
Talking Tech	TT-REC	<b>Recording Module.</b> Allows library to record their own messages	1	\$390
WebFeat	WF-EX	<b>WebFeat Express.</b> Broadcast searching and SMART reports. Price is for up to 50 databases. SMART reports provide usage statistics. Annual Subscription based service. Includes installation.	1	\$9,950
Verifone	RiTA	<b>RiTA credit card processing software</b>	1	\$4,200
		<b>TOTAL PARTNER PRODUCTS</b>		<b>\$48,947</b>
CARL Corp.	UG	<b>User Group Conference (3 people)</b>	1	\$5,900

## EXHIBIT L

### Performance Warranties and Testing

#### ILS Applications Software/Hardware Performance Matrix

##### Problem Severity Levels

- **ILS Major Outage:** A problem which impacts the entire Library System and that renders the Library System unable to access a TLC or TLC supported application as a result of an application or server failure.

OR

A problem, which impacts one or more library's ability to utilize an application as a result of application code failure or similar access problems.

- **ILS Disruption:** A problem which impacts either a Library Application or Application Server functionality, and is of minor scope such that the Library Application or Application Server remains operational with a work around in effect (i.e., AUXCRC).
- **ILS Low Work Impact:** A problem that impacts application or server functionality, and is of minor scope such that application or server remains fully operational with no work around required as a result of performance or other similar issues.

##### Level of Applications

- **Level 1 Applications:** Circulation, Online Public Access Catalog, Kids Catalog, Serials, AquaBrowser, Acquisitions, and the ITS Workstations.
- **Level 2 Applications:** PNPC, OCLC load files, You See More, Syndetics, CARL•Decision and any other product being used or supported by TLC for Library use.

**Problem Response Time:** a) Amount of time from initial Library contact to TLC support acknowledgment and troubleshooting plan during support coverage hours.

**Problem Resolution Time:** a) Amount of time from TLC Support acknowledgment of receipt of problem to resolution of problem confirmed with Library staff during support coverage hours.

##### Problem Response/Resolution/Penalty Matrix

Severity / LOA	Level 1 Apps	Level 2 Apps
1- ILS Major Outage	Response - 15 min. Resolution - 4 hr. Status Frequency Update – 1 hour	Response - 15 min. Resolution - 12 hr. Status Frequency Update – 1 hour

<b>2- ILS Disruption</b>	Response - 15 min. Resolution - 8 hr. Status Frequency Update – 2 hours	Response - 30 min. Resolution - 24 hr. Status Frequency Update – 4 hours
<b>3- ILS Low Work Impact</b>	Response - 2 hr. Resolution - 48 hr. Status Frequency Update – 4 hours	Response - 2 hr. Resolution – 72 hr. Status Frequency Update – 12 hours

If the response by TLC to a reported problem is that the issue will be corrected in the next software release of an application, then no penalties will be assessed. However, in the event that the next release is issued and the problem continues to exist, the "Penalty" as stated will begin to accrue as of the date the Library implements the release. In the case of performance problems caused by "an act of God", no penalties will be assessed.

### Penalty

- Severity Level 1 / Level 1 Application - 2.5% of monthly maintenance on software on second or subsequent occurrence in a calendar month
- Severity Level 1 / Level 2 Application - 1.5% of monthly maintenance on software on second or subsequent occurrence in a calendar month
- Severity Level 2 / Level 1 Application – 1.5% of monthly maintenance on software on second or subsequent occurrence in a calendar month
- Severity Level 2 / Level 2 Application – .5% of monthly maintenance on software on second or subsequent occurrence in a calendar month
- Severity Level 3 / Level 1 Application – 1% of monthly maintenance on software on third or subsequent occurrence in a calendar month
- Severity Level 3 / Level 2 Application – .5% of monthly maintenance on software on third or subsequent occurrence in a calendar month

## EXHIBIT M

### System Capacity and Growth Plan

The SYSTEM as configured will support up to the following:

576,000	Bibliographic Records
450,000	Authority Records
1,600,000	Item (holdings) Records
385,000	Patrons
5,000,000	Annual Circulation
1,000	Vendors
1,000	Funds

There is no charge to the Library if it wishes to expand the hardware. If the Library wishes to add additional institutions to the system (per paragraph 3 of this Agreement), then there may be additional charges for licenses or fees. Please note that subscription based services (such as Syndetics) based on annual circulation may increase charges as circulation increases.

The System may be expanded in a number of ways. Typically servers may be expanded through the addition of memory, CPUs or disk space. The servers provided under this contract have limited expansion, but the components of the servers (such as memory and disk) may be used in larger servers. Larger servers with additional or faster CPUs could be substituted for existing servers or additional servers may also be added per tier. There will be no additional application license fee if the SYSTEM is moved to a different server or additional servers are added to a processing tier.

## **EXHIBIT N**

### **Development Items**

The eCommerce module that will allow patrons to pay fines and fees online via debit or credit card must be commercially ready prior to Library's GOLIVE date. The module must also be available for scheduled testing and training dates. Failure to meet this critical GOLIVE date with a commercial ready module will result in penalties outlined in paragraph 32 "Failure to perform" of this Agreement.

The following are items required to be delivered to the Library by 5/31/2008:

#### **Automatically Yours**

This is OPAC functionality that would allow patrons to have a wish list of authors. When a new title is acquired by the Library by that author, a hold will automatically be created for the patron.

The following are items required to be delivered to the Library by 3/31/2009:

#### **Integrated client side credit card payment services**

This would allow the use of a patron credit card to make a payment at a circulation workstation. Charges for this development and 3<sup>rd</sup> party software charges are listed in Optional Items section and are not included in the base contract.



## EXHIBIT O

### Optional Items

MFG/Model	DESCRIPTION	QTY	Unit Price	Total Price	Annual Maint
<b>AquaBrowser Options</b>					
<b>AB-Lang</b>	<b>AquaBrowser Language Interfaces.</b> Dutch, Spanish, Catalan.	1	included with AquaBrowser base purchase		\$1,000
<b>AB-WF</b>	<b>WebFeat Integration for AquaBrowser.</b> Integration with Broadcast Searching to provide simultaneous searching of your catalog and third party electronic resources. (WebFeat subscription not included.) Remote implementation included.	1	\$ 7,600	\$ 7,600	1,520
<b>AB-WC</b>	<b>Focused WebCrawler "Spider" for AquaBrowser.</b> Integrated searching of library specified websites. Price includes up to 1GB of indexed content. Remote implementation included.	1	\$ 7,600	\$ 7,600	1,520
<b>AB-DS</b>	<b>Additional Data Source Integration for AquaBrowser.</b> Integrated indexing and searching of additional local data sources, including photo collections, news indexes, song indexes, lists of recommended websites, or community information files. Remote implementation included.	1	\$ 7,600	\$ 7,600	1,520
<b>AB-Cust</b>	<b>AquaBrowser Interface Customization.</b> TLC can provide graphical and functional integration with your library website and web-based public access catalog: including site-specific gifs, prompts, and messages.	Depends on Library Specifications for Design			
<b>AB-Kids</b>	<b>Kids AquaBrowser</b> provides a colorful and exciting interface that is limited to searching the juvenile collections in the library. Remote implementation included.	1	\$ 7,600	\$ 7,600	1,520

MFG/Model	DESCRIPTION	QTY	Unit Price	Total Price	Annual Maint
<b>Time and Print Management with Vending</b>					
EW-TPMS	<b>Time and Print Management Suite.</b> Includes up to 250 client licenses for LPT:One print management and PC Reservation, LPT:One JQE, PC Reservation Management Console, Validation, SIP Interface/Script, Staff/Self-service Reservation, Central Management Client, and Reporting. Services include Policy Development and 9 days onsite installation and staff administration training (includes travel expenses).	1	\$ 56,572	\$ 56,572	7686
Jamex-6557	<b>Jamex 6557 Mutli Copy, Bill &amp; Coin Vending Unit w/ freestanding base.</b> Accepts coins and bills up to \$20. \$34 in self-replenishing change capacity: For Envisionware LPT:One print management fee collection. Two year warranty included. Includes installation and travel expenses.	17	\$ 2,556	\$ 43,452	\$ 8,690
<b>TechLogic RFID Self-Check Systems</b>					
TL-RFSC	<b>Tech Logic RFID Self-Check Combo Station.</b> Includes software and hardware. Hardware includes one year warranty. Recurring annual maintenance is shown for software only. Shipping and installation not included.	1	\$ 14,223	\$ 14,223	\$ 400
TL-BCSC	<b>Tech Logic Barcode OR RFID Self-Check Software License.</b> Includes software license only. Installation not included.	1	\$ 2,000	\$ 2,000	\$ 400
TL-CircIT	<b>Tech Logic Circlt Central Server.</b> Hosts up to 10 RFID or barcode self-check stations	1	\$ 1,500	\$ 1,500	3 years included
TL-PPS	<b>Tech Logic Personal Payment E-Commerce system</b> for Patron self-pay during self-checkout. Includes Credit Card Option. Additional costs from VeriSign may apply.	1	\$ 8,453	\$ 8,453	\$ 1,691
TL-RFtag	<b>RFID Tags, ISO15693, with 4 color library logo label.</b> Price is per tag cost for purchases of over 100,000 tags.	1	\$0.46	\$ 0	n/a
TL-Gate	<b>RFID Gate,</b> single walkway, includes installation. Shipping not included.	1	\$ 9,985	\$ 9,985	\$ 999
TL-Inv	<b>Tech Logic Portable RFID Inventory system.</b> Includes hardware and software. Shipping and installation not included.	1	\$ 5,495	\$ 5,495	\$ 999

MFG/Model	DESCRIPTION	QTY	Unit Price	Total Price	Annual Maint
<b>Other</b>					
CW-Lang	OPAC language translation for CARLweb, per language	1	\$ 2,500	\$ 2,500	\$ 1,000
CW-Dig	Photo Digitization Database for CARLweb. Does not include hardware or software to do digitization.	1	\$ 5,000	\$ 5,000	\$ 1,500
L.D	LibraryDecision GIS Services. Includes data extract from CARL.X and web interface to results.	Prices vary based up on specifications			
GoldRush	GoldRush OpenURL and ERM (Electronic Resource Management). Annual subscription	1	\$ 4,000	\$ 4,000	\$ 4,000
PROG-Win	PROGNOSIS Enterprise Server Management measures hardware, operating system and network performance for core server infrastructure. For Windows XP, 2000, 2003. Does not include installation.	6	\$ 500	\$ 3,000	\$ 1,200
PROG-Web	PROGNOSIS Web Server Management includes Enterprise Server Management. For Sun Server IIS and Apache. Does not include installation.	4	\$ 1,000	\$ 4,000	\$ 200
TLC-TRN	TLC Systems and Applications On-Site Training (per day, per trainer). On-site training. Up to 12 attendees per session. Actual travel expenses are additional. Library will work with Project Manager to identify training session agenda prior to visit. Training materials will be provided as necessary. Library provides training room and connectivity to system for trainer.	1	\$ 1,400	\$ 1,400	n/a
TLC-OTRN	TLC Applications Online Training (per day, per trainer). Performed remotely via Webex online software.	1	\$ 1,200	\$ 1,200	n/a
CE	After-hours Support, Sun Engineer (per hour)	1	\$ 180	\$ 180	
Programmer	Programmer hourly rate	1	\$ 100	\$ 100	
Sr Programmer	Sr Programmer hourly rate	1	\$ 125	\$ 125	
Support	After-hours Software Support	1	\$ 150	\$ 150	
Network Engineer	Network Engineer after hours support	1	\$ 150	\$ 150	
RiTA	RiTA Credit Card Software for merchant processing	1	\$ 12,500	\$ 12,500	\$ 4,200
CC-Client	CARL.X Circulation Client based credit card processing. Requires RiTA software and compatible magnetic card swipe on keyboard or add-on to keyboard.	1	\$ 45,000	\$ 45,000	\$ 4,000
Video Detective	Streaming Video Trailers from Video Detective. Annual Subscription. Matches on ISBN in MARC record. Price based upon annual circulation. Price includes display in CARLweb, YouSeeMore, AquaBrowser and Online Selection Assistant.	1	\$2,500	\$2,500	\$2,500

MFG/Model	DESCRIPTION	QTY	Unit Price	Total Price	Annual Maint
	Implementation included.				
TT-SMS	<b>SMS Message Notification.</b>	1	\$5,100	\$5,100	\$ 1,020
POS	<b>Payment.Solution Cash Drawer Point of Sale System.</b> Includes workstation, software, and SIP2 interface to CARL. Workstations include small form factor PC with monitor, keyboard w/built-in magnetic strip, receipt printer, barcode scanner, and cash drawer w/2 lock position. Choice of black or beige components. Unit price is for 20-29 units. Shipping and installation not included. Volume pricing available; three year warranty on all equipment. Maintenance fee is for software. Optional maintenance on hardware after 3 years is available.	20	\$4,365	\$87,300	\$ 8,000
POS-CC	<b>Optional Credit Card interface and PCCharge</b> from Verifone for Payment.Solution workstations. Price per workstation. Assumes library has merchant account with bank established. Includes installation and first year support. Per workstation.	20	\$488	\$9,760	\$ 1,940
POS-EM	<b>Payment.Solution Enterprise Manager</b> for centralized reporting. Requires Windows based server with MS-SQL license. An existing server may be used.	1	\$4,000	\$4,000	\$ 240
TT-PCR	<b>PC Reservation Booking</b> (requires EnvisionWare PCReservation)	1	\$3,000	\$3,000	\$ 600

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

**INITIAL CONTRACT FORM**

**SECTION I**

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: <b>The Library Corporation</b>	
2. Fund/Account #: <b>1070 / 256060</b>	3 Division Name: <b>Library Services</b>
4. Contract Description: <b>Online Integrated Library Automation System</b>	
5. Contract Monitor: <b>Debbie Metzger, Executive Secretary</b>	6. Mail Stop #: <b>515</b>
7. Dept/Office Director: <b>Catherine Schweinsberg, Library Director</b>	8. Class Code:
ACTION DATE: <i>30 days from entry</i>	ACTION REQUIREMENT: <i>Need complete data</i>

**SECTION II**

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	APPROVAL		<u>INITIALS</u>	<u>Date</u>
	<u>yes</u>	<u>no</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>cp</u>	<u>12/12/06</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>aw</u>	<u>12/18/06</u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>slk</u>	<u>6/12/07</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>cp</u>	<u>12/12/07</u>

If any office denies approval, the package will be returned immediately to the User Agency.

**NOTE:** *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See AO-29 for additional information.*

AO-29: EXHIBIT I

RECEIVED

COUNTY ATTORNEY

g



July 27, 2005

MEMORANDUM

TO: Catherine Schweinsberg, Library Services Director

RE: Item IV.B.3, Request for Proposals, Appointments to Selection and Negotiating Committee, and Contract for Purchase of New Automated Integrated Library System Program

The Board of County Commissioners, in regular session on July 26, 2005, authorized solicitation for proposals to purchase an automated integrated library system; appointed a Selection and Negotiating Committee comprised of you, Roland Depelteau, Jerj Prieth, Diane Vosatka, Tina Hare, Rebecca Slack, Maribeth Devich, Ellen Noyd, and Michael Renninger to evaluate and award the best ranked proposal received; and authorized the Chairman to execute any subsequent contract. Upon execution of the Contract by the Chairman, please return the document to this office for attestation and distribution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for Bernadette Talbert*  
Bernadette Talbert, Deputy Clerk  
/sl

cc: Central Services Director  
Purchasing Manager  
Committee members  
Contracts Administration  
Finance  
Budget

RECEIVED  
AUG 1-2 2005  
Library Services

3/2/05 (Pina Soria)



Meeting Date
7/26/05



AGENDA	
Section	CONSENT
Item No.	

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

**SUBJECT:** Request for Proposal to purchase a new automated Integrated Library System (ILS) program

**DEPT. / OFFICE:** Library Services Department

**Requested Action:**

It is requested that the Board of County Commissioners authorize the solicitation for proposals to purchase a new automated Integrated Library System. It is also requested that the Board approve the establishment of a selection/negotiations committee to evaluate and award the best ranked proposal received and authorize the Chairman of the Board to execute any subsequent contract.

**Summary Explanation & Background:**

Brevard County Libraries are requesting permission to commence the RFP process to replace our current 15 year old Integrated Library System (ILS). An Integrated Library System is computer software and hardware that automates major library functions; primarily, an online catalog, circulation, collection maintenance, acquisitions and financial operations. Our current ILS, provided by Geac, has reached the end of its useful life and no longer provides our citizens with the automated services and functionality that are standard in modern day libraries.

Our Geac library system significantly lags behind competing library systems in functionality, maintainability, flexibility, and customer support. To keep pace with rapidly evolving technology, as well as Brevard's remarkable growth in library users, collections, and programs, we need to secure an innovative ILS partner to enable us to reach our customer-oriented goals.

Selection/Negotiations Committee members would be: Catherine Schweinsberg (Library Services Director), Roland Depelteau (IT Manager), Jeri Prieth (Library Director), Diane Vosatka (Reference Librarian Supervisor), Tina Hare (Systems Programmer), Rebecca Slack (Technical Processing Supervisor), Maribeth Devich (Youth Services Librarian), Ellen Noyd (Circulation Librarian Supervisor), Michael Renninger (Systems Technician II). The Selection/Negotiations Committee will negotiate a final agreement with the selected vendor.

**Cost/Benefit Analysis:**

A new ILS will enhance significantly the delivery of services for our citizens. Library trends have shown cost savings in annual maintenance fees with newer Integrated Library Systems. A new ILS would also eliminate the current high cost for specialized programming as well as provide more effective debt collection methodologies nonexistent in our current ILS.

The entire costs for a new ILS is predicted to be about \$400,000; \$250,000 for the ILS software and \$150,000 for hardware.

Though the initial start-up costs may exceed our annual computer services ILS budget, additional sources of funding may include:

- Current Geac ILS software maintenance budget \$150,000
- Projected Federal funds through E-rate, Universal Services Discount Program \$100,000
- Increased revenue from impact fees to be earmarked for computer hardware \$100,000
- State Library Services Technology Act (LSTA) grant funding \$100,000

**Exhibits Attached:**

**Contract /Agreement (If attached):** Reviewed by County Attorney    Yes     No

County Manager's Office  
 Peggy Busacca, County Manager

Department  
 Catherine Schweinsberg, Library Services Director