

POLARIS[®]

Integrated Library System

CONTRACT

February 8, 2011

**Fort Bend County Libraries,
Richmond, TX**

Polaris Library Systems
PO BOX 4903 • SYRACUSE, NY 13221-4903
1-800-272-3414 • FAX 1-315-457-5883 •
<http://www.polarislibrary.com>

THIS AGREEMENT is made between GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein after referred to as "Polaris"), and Fort Bend County, Texas,), a body corporate and politic, acting by and through its Commissioners Court, 301 Jackson, Richmond, Texas 77469 (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, Polaris has developed a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services, and the COUNTY intends to purchase and/or license such software and related services at its location(s);

WHEREAS, the services provided under this Agreement are procured through the City of De Soto, Texas' processes and procedures and through an Interlocal Cooperation Agreement between County and the City of De Soto, Texas.

NOW, THEREFORE the parties mutually agree as follows:

1. Definitions

- 1.1. "Software" is defined as the integrated library system computer programs that are proprietary to Polaris, including, but not limited to, (a) the integrated library system software in the system server(s), and (b) the client software resident in the workstation(s). The Software is listed in Schedule C and includes all corrections, modifications and updates thereof.
- 1.2. "Software Materials" is defined as 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 Polaris as available under license to libraries who have licensed the program to which those materials relate.
- 1.3. "Services" is defined as all services provided by Polaris, including but not limited to Data Migration, Installation and Training, as identified in the Schedules attached herein.
- 1.4. "Live Date" is defined as the day on which the COUNTY uses the System in a live, production mode for normal daily business, including searching the public access catalog and circulating materials. Warranty on software and subscription service costs are measured from this date.
- 1.5. "System" is defined as the total complement of Software and Services as provided to the COUNTY by Polaris under this Agreement and which is installed by Polaris at the COUNTY location(s) noted herein. For the purposes of this Agreement, components supplied by any party other than Polaris shall not be considered as part of the "System".
- 1.6. "Third Party Software" means the object code of the software, including Software Materials and updates, that is owned by an entity other than Polaris and which is sublicensed by Polaris to the COUNTY pursuant to the conditions of this Agreement.

2. Furnishing of Deliverables

Based on the statistics in Schedule A, which the COUNTY agrees are reasonably correct as of the date of this Agreement, and subject to any special conditions appended in Schedule G, Additional Considerations, Polaris will provide deliverables detailed in the following Schedules at the fees indicated in said Schedules:

Schedule B:	Database Services
Schedule C:	Polaris ILS Software Licenses
Schedule D:	Services
Schedule E:	Software Maintenance and System Support

Schedule F: Payment Schedule
Schedule G: Additional Considerations
Schedule H: Optional Goods and Services

3. Installation Schedule

3.1. Following the signing of this Agreement, the COUNTY and Polaris will develop a mutually agreeable Implementation Plan which shall include, but not be limited to, identification of all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task. Upon completion of installation and implementation, pursuant to Article 1.4. herein, both parties shall mutually agree to a Live Date.

4. Term and Termination

4.1. This Agreement is effective upon final signature and for an initial term ending one (1) year from the Live Date. It shall then be renewed automatically for one-year periods unless the COUNTY notifies Polaris of its intention not to renew at least ninety (90) days prior to the expiration of the original or any extended term.

4.2. If either party is considered to be in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such alleged breach, to the other party. The party considered to be in breach of this Agreement will have thirty (30) days after notice is received to cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the party considered to be in breach fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.

4.3. In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.

4.4. Subject to the conditions of Article 4.2, if this Agreement is suspended or terminated by the COUNTY, whether for cause or convenience, then, effective upon the date of suspension or termination, the COUNTY shall be relieved of further payment obligations, and shall be liable for payment only for those goods and Services satisfactorily received prior to the date of suspension or termination. If the Agreement is terminated, any pre-paid maintenance fees shall be refunded to the COUNTY to the date of termination on a pro-rated basis. If the Agreement is mutually reinstated, then the COUNTY shall reassume its payment obligations.

5. Return or Destruction of Licensed Software

If this Agreement is terminated, whether for cause or convenience, and the right to continued use of the Software and Software Materials under the conditions set forth herein is withdrawn, then all Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the COUNTY will furnish to Polaris if requested, a certification that through the COUNTY's best efforts and to the best of the COUNTY's knowledge, the original and all copies of the Software and Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This

requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other Software Materials as authorized herein.

6. Payment

- 6.1. Fees enumerated in Schedules B through E are summarized in Schedule F herein. Unless specified elsewhere in this Agreement, unit costs for Polaris Software and Services, including the optional goods and services listed under Schedule H, will be held at the quoted rate(s) for 1 year from the execution of this Agreement. Costs for additional Third Party software, hardware and services are subject to change and will be quoted at the then current rate.
- 6.2. Payment for all deliverables shall be made in accordance with the terms set forth in Schedule F herein.
- 6.3. Payment in full on all invoices is due according to the terms of this Agreement or within 30 days of the COUNTY's receipt of an invoice, whichever date is later. Within twenty (20) days of receipt of the invoice, the COUNTY may serve Polaris with written notice disputing any charge. If the dispute is not resolved within twenty-five (25) days of receipt of said written notice, then either party may file for mediation. COUNTY and Polaris shall be responsible for their costs associated with any mediation, in addition to one-half (1/2) of the cost of any mediator.
- 6.4. In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by the COUNTY, the COUNTY agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.
- 6.5. In the event the Live Date is other than the first day of the month, maintenance and subscription service fees will be pro-rated accordingly.
- Subscription service fees are subject to change annually, such change commencing one (1) year from the Live Date and effective upon one hundred and twenty (120) days written notice to the COUNTY.
 - Maintenance fees are subject to change annually, such change commencing two (2) years from the Live Date and effective upon one hundred and twenty (120) days written notice to the COUNTY.
- If the charge for any service provided under this Agreement is increased by Polaris, the COUNTY may, with ninety (90) days prior written notice, terminate this Agreement upon the effective date of such increase or negotiate any proposed increase. Otherwise the new charges will become effective upon the date specified in the notice.
- 6.6. Polaris reserves the right to offer new goods and/or services at any time during the initial or extended term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, Polaris shall provide the COUNTY with ninety (90) days written notice of any such offer.
- 6.7. For Polaris Software purchased after the execution date of this Agreement but prior to the Live Date, a one year warranty will be provided. For Polaris Software purchased after the Live Date of this Agreement, maintenance charges will commence upon the installation date of the Software.

7. Licenses

- 7.1 Polaris and the COUNTY agree that the following terms and conditions will apply to any COUNTY order for Polaris licensed Software programs and Software Materials that is accepted by Polaris. Polaris will (1) furnish such licensed Software and Software Materials to the COUNTY; (2) grant to the COUNTY a non-transferable, non-exclusive, and non-sublicenseable license to use the Software and Software Materials; (3) provide Software Service and maintenance, as described herein.
- 7.2. Each license granted under this Agreement authorizes use of the licensed Software and Software Materials by the COUNTY's Library System specified herein. The COUNTY may not rent, lease or provide access to the Software to any other entity, or use the Software as part of a commercial time-sharing, subscription bureau or service bureau operation.

- 7.3. All licensed Software, including any subsequent updates purchased and any part thereof, may only be used on the system server(s) or hardware configuration purchased from, or authorized by, Polaris, and in such quantities as may be determined under Schedule C herein. Polaris ILS server Software may be run on one Production server and on one or more Training servers. The client Software is for the use of the COUNTY with no implied rights to distribute beyond reasonable use for COUNTY functions. Following Polaris' written authorization, all licensed Software may be copied, in whole or in part, only for use on the system server(s) or specified hardware configuration.
- 7.4. No title to or ownership of the Software or Software Materials is transferred to the COUNTY, and they remain the proprietary property of the owning entity.
- 7.5. The COUNTY shall not allow the Software, Third Party Software or any portion thereof to be reverse compiled, disassembled, or in any way altered. The COUNTY shall not modify any licensed Software or Third Party Software in machine-readable form nor merge such Software or Third Party Software with other Software programs. The COUNTY may customize Software Materials and on-line help files, but Polaris disclaims any responsibility for their maintenance.
- 7.6. The COUNTY must notify Polaris of the COUNTY's intention to change the designation of the location at which licensed Software is to be used. The change of designation will be effective upon the date set forth in the notice confirming the change in designated location furnished to the COUNTY by Polaris.
- 7.7. Subject to the cure provisions of Section 4.2 above, Polaris may terminate all proprietary licenses granted hereunder and require return of the Software and Software Materials upon written notice to the COUNTY if the COUNTY fails to comply with these terms and conditions.

8. The COUNTY's Responsibilities

- 8.1. The COUNTY acknowledges the network and workstation requirements set forth under Section 2, Schedule G herein, and will assume responsibility for purchasing, installing, configuring and maintaining all other hardware components necessary, including but not limited to:
- Production Server (minimum specifications listed under Schedule G)
 - Test/Training Server (minimum specifications listed under Schedule G)
 - PAC Server (minimum specifications listed under Schedule G)
 - Reports Server (minimum specifications listed under Schedule G)
 - Domain Controller Server
 - Firewall
 - network components,
 - PC Workstations,
 - Scanners,
 - Printers,
 - Uninterruptible Power Supplies,
 - cables,
- except where such components are sold by Polaris as a part of this Agreement. The COUNTY will also assume responsibility for determining, in consultation with Polaris, the viability of existing hardware components in conjunction with the System.
- 8.2. The COUNTY will provide a Library System staff member as system administrator. If appropriate, based on the size and complexity of the system, a second staff member should be designated as PC/network administrator. Experience with Windows Server 2003/2008 and SQL is an advantage but not a requirement. The following are areas in which the staff member (s) will be expected to be knowledgeable:
- Installation, booting and basic troubleshooting of Windows 2003/2008
 - Fault tolerance and backup/recovery
 - Security, user/group management

- Server management, licensing, registry management, remote access
- Network configuration/management in a TCP/IP environment (WINS,DNS,DHCP)
- Server-based tools for Win9x and NTWS
- Network Client Administration

At a minimum, the COUNTY shall designate these two (2) key personnel for special training (System Administration) in the use of the System. Should either assignment change, the COUNTY shall promptly inform Polaris. Training will be scheduled as mutually agreed by both parties. The key personnel shall be Polaris' sole point(s) of contact with the COUNTY following execution of this Agreement.

8.3. The COUNTY will accept responsibility for all server operations, including, but not limited to, regularly scheduled backups, server configuration updates, system software upgrades subject to Polaris' agreement, installation and maintenance of current service packs and security patches, Software updates pursuant to Article 8.5., and all costs associated with said requirements. Polaris assumes no liability for data loss and/or unsatisfactory system performance as a direct result of the failure of the COUNTY to administer the server operations noted above. Failure by the COUNTY to administer said server operations may result in written notice from Polaris to limit, or withhold, its maintenance Services if, following a thirty (30) day cure period, the COUNTY, in Polaris' reasonable opinion, is unable to provide a satisfactory performance level for server operations. Written notice shall identify all alleged deficiencies in server operations. Polaris shall resume its maintenance service when, in Polaris' reasonable opinion, server operations are resumed to a satisfactory performance level. Polaris' approval will not unreasonably be withheld.

A. As a condition of gaining access to COUNTY's computer network and direct access to its integrated library system, every third party must secure its own connected systems in a manner consistent with COUNTY and COUNTY Library's requirements. COUNTY reserves the right to audit the security measures in effect on these connected systems without prior warning. COUNTY also reserves the right to immediately terminate network connections with all third party systems. Such a disconnection would be warranted if COUNTY believes the third party is not meeting these requirements, or if the third party is providing an avenue of attack against COUNTY systems.

B. Polaris shall keep and maintain adequate security measures to guard against unauthorized intrusion or usage of its own network and COUNTY's network including but not limited to firewalls, secure FTP, password integrity measures, and intrusion detection.

C. Polaris will maintain confidentiality of all usernames and passwords necessary to gain access to COUNTY's integrated library system. No personnel or department shall be allowed to share usernames or passwords.

D. Polaris shall report all compromises to COUNTY Library Administration within 24 hours of the incident. This includes but is not limited to username/password integrity failure, changes in personnel that had direct access to COUNTY's network or intrusions to COUNTY's network via Polaris' network system.

8.4. The COUNTY will provide Polaris with reliable and immediate remote access to the Polaris ILS. This access must be sufficient, in Polaris' sole opinion, to satisfy the implementation and on-going performance requirements, the warranties and the conditions for Software Maintenance and System Support set forth under this Agreement. At its sole discretion, the COUNTY may provide Polaris with access to Third Party hardware components in the event one or more of those components adversely affect the performance of the Polaris ILS. Access should be provided via the Internet through Port 3389 on the COUNTY's firewall. Failure by the COUNTY to provide minimal access via the Internet may result in unresolved performance issues and may void Polaris' obligations with respect to on-going performance requirements and warranties. The COUNTY's failure in this regard should not be considered just cause for delaying the setting of a Live Date, as specified in article 1.4 herein.

8.5. With the exception of the services provided under Schedule D Services, Section 2, the COUNTY will accept responsibility for the installation, performance and maintenance of all Third Party hardware/software

components on the Polaris ILS that are not supplied by Polaris under this Agreement.

8.6. During the implementation process, the COUNTY will provide Polaris with reliable remote access to their current library system to facilitate the extraction of the COUNTY's library data, pursuant to the services provided under Schedule B herein.

8.7. The COUNTY will accept responsibility for the data concerning the COUNTY's library system profile and system parameters that it has provided to Polaris based on guidelines for the profile and parameters set by Polaris. Polaris agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the COUNTY and data required for effective functioning of the Software.

9. **Site Preparation**

It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule D, Services. The COUNTY shall, at its own expense, prepare the site to house the hardware in accordance with the installation specifications presented in Polaris' Proposal or supplied to the COUNTY immediately following contract signing. Pursuant to those specifications, the COUNTY shall provide suitable electric service for operation of the hardware and a reliable connection to the network via the Internet. The COUNTY is also solely responsible for preparing an environment free of any and all impediments, including, but not limited to, asbestos, hazardous materials, and/or hazardous conditions, that may interfere with Polaris' ability to perform a successful and timely installation of the System components. Site preparation shall be completed by the COUNTY within ninety (90) days of contract signing.

10. **Privacy of Data**

Polaris agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to the COUNTY and agrees not to transmit COUNTY data to any third party, except as requested by the COUNTY.

11. **Protection and Security**

11.1. The COUNTY will take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to licensed Software so as to enable the COUNTY to satisfy its obligations under Article 7 herein.

11.2. All licensed Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The COUNTY will not disclose or otherwise make available, except as required by law, any licensed Software Materials in any form to any third party except to the COUNTY's employees, or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the COUNTY may make additional copies of the Software Materials.

12. **Warranty**

12.1. Polaris warrants that Polaris has the right to license the Software listed in Schedule C, Polaris ILS Software Licenses hereunder. Polaris further warrants that the Software will perform substantially in accordance with the Software Materials in effect when shipped to the COUNTY. Polaris agrees to make reasonable efforts to correct all reproducible material errors in the Software and discrepancies between the Software Materials and the actual Software performance, contingent upon the COUNTY advising Polaris of such errors within one (1) year from the Live Date and thereafter when Software Maintenance and System Support is in effect. Polaris disclaims any responsibility for the use or function of the Software beyond the parameters set forth in the Software Materials. Pursuant to, but not limited by, Paragraph 12.2 herein, Polaris does not warrant that the operation of the licensed program will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Polaris does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

Polaris warrants to COUNTY that the software provided under this Agreement will be (1) delivered, installed and in proper working order in accordance with the professional standards and in accordance with industry standards, and (2) commencing on the Live Date, the software and related services will conform to the specifications in this Agreement and Schedules. Polaris specifically warrants that as to any software or related service shall (a) be free from material errors caused by Polaris' failure to fulfill its obligations under this Agreement, and (b) materially conform to all requirements and specifications contained in this Agreement and Schedules.

12.2. Pursuant to Article 8.5 herein, Polaris disclaims any responsibility for correcting any adverse effects on either the performance or operation of the Polaris ILS, or on the individual components of said System, as a result of the COUNTY's use of (a) third party hardware or software, and/or (b) databases and networks external to the Polaris ILS, in conjunction with the Polaris ILS, except where such third party hardware or software has been approved by Polaris in writing prior to the installation of the Polaris ILS, or has been provided by a Polaris business partner. Polaris may provide consultation Services or diagnostic support relating to the COUNTY's use of such third party hardware and software, external databases and networks, and shall reserve the right to charge, at the rate of \$200 per hour with a minimum \$400 charge. Assistance by Polaris staff in the re-building of server due to virus or "hacker" intrusion will be billed at \$500 per server.

13. Software Maintenance and System Support

13.1. Telephone support and general release updates for the Software will be provided as part of the annual Software Maintenance fee. Service coverage and limitations are set forth below.

13.2 Telephone diagnostic service is available during the following hours: 8:30am - 8:00pm, Eastern Standard Time, Monday through Friday, excluding standard Polaris holidays. From 8:30-5:00pm Eastern Standard Time customers will be able to call Customer Support and reach their Site Manager or Technical Support Specialist. From 5:00pm-8:00pm Eastern Standard Time customers will reach the Site Manager or Technical Support Specialist working at Polaris headquarters that night. At 8:00pm the phones will be transferred to the answering service. Emergency referrals from Polaris' Operations Center to on-call personnel will be available 24 hours per day, 7 days per week. Emergency assistance is limited to work in correcting problems which impact critical functionality of the System. Software service calls that cannot be solved immediately will be referred to specialists within the Operations Center.

13.3 Software maintenance covers:

- trouble-shooting of any Polaris ILS Software related problem;
- provision of updates to the latest version of the Polaris ILS Software within regular support hours as noted under 13.2;
- support for SQL Reports interface with Polaris ILS Software;

13.4 Service limitations:

13.4.1 no on-site Software support service is included under this Agreement. Any on-site service requested by the COUNTY will be provided at Polaris' per-call rates and terms then in effect.

13.4.2 Software support service does not include:

- server operating systems;
- client operating systems;
- third party PC software;
- network/communications software;
- web server/browser software (except where supplied by Polaris);
- PC trouble-shooting;

- virus protection, detection or removal; or repair of damage incurred through the infection of a virus;
- 13.4.3 The following conditions are not covered as part of the Software Maintenance and System Support service:
- fault or negligence on the part of the COUNTY;
 - failure of third party hardware/software;
 - operator error that deviates from standard operating procedures as described in the Software Materials;
 - data loss and/or corruption as a result of any Hardware failure

At Polaris' sole discretion, services performed beyond the scope of those services listed in 13.3 above, or beyond the limitations listed in 13.4 above, may be billable at the rate of \$200 an hour, with a minimum \$400 charge.

13.5 Pursuant to Article 13.3, Software updates will be made available periodically. The provision of updates outside of Polaris' regular support hours will be billable at then current rates. Polaris shall have full discretion as to the timing and content of Software updates during the term of this Agreement. Failure to release Software updates during any specific term does not constitute default on the part of Polaris because of the continuation of the right to use telephone support and other support-related Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.

13.6 Polaris and the COUNTY will mutually agree upon a schedule for implementing Software updates. For any agreed-upon schedule outside of Polaris' regular business hours, Polaris reserves the right to charge at the then current rate(s). Polaris will assume responsibility for updates to the server(s). The COUNTY will assume responsibility for updates to the client workstations. All mandatory Software updates must be installed within one (1) year of their release to insure proper program performance and continued support. In conjunction with Article 8.3 herein, failure by the COUNTY to install Software updates on the client workstations within the agreed time frame may result in the termination of program service and maintenance, or in the increase of program service and maintenance fees where appropriate.

13.7 Each type of program service and maintenance specified will be available unless discontinued by Polaris upon one hundred and eighty (180) days written notice.

13.8 Polaris reserves the right to charge at \$200 per hour with a minimum \$400 charge for any additional effort that results from providing Services for a licensed program altered by the COUNTY. Any additional services and/or charges provided by Polaris shall be subject to written approval from the COUNTY.

14. Patent and Copyright

14.1. Polaris will defend the COUNTY against any claim that licensed Software and/or Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and Polaris will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the COUNTY promptly notifies Polaris in writing of the claim, and (b) Polaris has sole control of the defense and all related settlement negotiations.

14.2. If such claim has occurred, or in Polaris' opinion is likely to occur, the COUNTY agrees to permit Polaris at its option at no additional expense to the COUNTY either to procure for the COUNTY the right to continue using the licensed Software and/or Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the COUNTY agrees on one (1) month's written notice from Polaris to return or destroy all copies of the licensed Software and/or Software Materials received from Polaris and all copies thereof, and to receive a refund for any monies paid for said licensed Software and/or Software Materials, exclusive of any periodic maintenance fees.

14.3. Polaris shall have no obligation to defend the COUNTY or to pay costs, damages, or attorney's fees for any claim based upon the COUNTY's use of licensed Software that has been altered by the COUNTY without Polaris' express permission and in direct breach of Article 7.5. herein.

14.4. The foregoing states the entire obligation of Polaris with respect to infringement of patents or copyrights.

15. Limitation of Remedies

15.1. For any claim concerning performance or non-performance by Polaris pursuant to or in anyway related to the subject matter of this Agreement and any supplement hereto, the COUNTY shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action has arisen.

15.2. Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid for the System, exclusive of any maintenance fees.

15.3. This limitation of liability will not apply to Articles 14 and 24 herein, or to claims for personal injury to the extent caused in whole or in part by Polaris' negligence.

IN NO EVENT WILL POLARIS 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, EVEN IF POLARIS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.

16. Waiver of rights

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

17. Severability

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

18. Headings

The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

19. Governing Law

This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of Texas. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of Texas. The prevailing party under in any action brought under this Agreement shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

20. Saving Clause

Typographical errors are subject to correction.

21. Assignments

Both parties agree that no sublicensing, or assignment of their rights or interest, nor delegation of their duties under this Agreement shall be made or become effective without the prior written consent of the other party. Any attempted sublicensing, assignment or delegation without prior written consent shall be

wholly void and ineffective for all purposes.

22. **Taxes not included**

The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing. COUNTY is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished to Polaris upon request

23. **Whole Agreement**

This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, nor representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions.

24. **Force Majeure**

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control. This provision does not relieve the COUNTY of its obligation to make payments then owing.

25. **Indemnification**

Polaris agrees to indemnify, hold harmless and defend the COUNTY and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Polaris employees or subcontractors.

26. **Amendments**

Amendments and modifications to all, or any part, of the Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

27. **Funding**

COUNTY represents that funding has been appropriated sufficient to purchase the deliverables set forth in the Schedules attached to this Agreement.

28. **Proprietary Information**

The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. Both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, shall be held in confidence and used only in performance of services under this Agreement. Both parties shall exercise the same standard of care to protect such information as is used to protect their own proprietary data.

29. **Ownership of Data**

Polaris acknowledges the COUNTY's ownership of the various databases installed upon the System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Polaris agrees to assist the COUNTY in extracting all COUNTY-owned data from the System. Such assistance shall include personnel time and Polaris' best efforts, provision of documentation regarding the format and

contents of the extracted data, verification that 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 Polaris at no charge to the COUNTY if termination of this Agreement by the COUNTY comes as a direct result of a breach, by Polaris, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Polaris shall be entitled to charge the COUNTY at its then current rates for data extraction services, including any actual expenses for travel to COUNTY. The data shall include all contents of all files created, maintained, and owned by the LIBRARY, 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, Polaris will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Polaris in the event of any legal proceeding initiated by either party.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE COUNTY
FORT BEND COUNTY, TEXAS

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 2-22-2011

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: *William Schley*
Title: President, Polaris Library Systems.

Date: 2-1-11

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: *A. Cameron*
Title: Manager, Contracts and Proposals

Date: 2/1/11

Approved:

Clara Russell
Clara Russell, Library Director

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 400,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor



Schedule A
Library Statistics

1.	Estimated number of Patron Records	325,000
2.	Estimated number of Item Records	933,000
3.	Estimated number of Bibliographic (MARC) Records	300,000
4.	Estimated number of Authority Records	700,000
5.	Items Issued Annually	3,105,000
6.	Staff Client Licenses	287

7. Name and address for central server location:

Fort Bend County Libraries
1001 Golfview Drive
Richmond, TX 77469

8. Other Locations:

Albert George Branch Library
Bob Lutts Fulshear/Simonton Branch Library
Cinco Ranch Branch Library
First Colony Branch Library
George Memorial Library
Fort Bend County Law Library
Mamie George Branch Library
Missouri City Branch Library
Sienna Branch Library
Sugar Land Branch Library
University Branch Library

**Schedule B
Database Services**

1. Data Migration

Estimated number of Patron Records:	325,000
Estimated number of Item Records:	933,000
Estimated number of Bibliographic (MARC) Records:	300,000
Estimated number of Authority Records:	700,000
Source:	Horizon

Total Cost

Bibliographic and Authority Record Migration /Test Load/Final Load - 300,000 records, N/K authority records	\$3,600
Item Record Migration/Test Load/Final Load - 933,000 records	\$10,800
Patron Record Migration/Test Load/Final Load - 325,000 records	\$6,400
Circulation Transaction Migration/Test Load/Final Load (includes reserves and patron account information)	\$22,400
Acquisitions Record Migration/Test Load/Final Load - Vendor records, on-order item records	\$5,000
Obituary Records Migration/Test Load/Final Load	\$1,500
Dynix Horizon Data Extraction - includes up to two (2) extractions of bibliographic records, authority records (if any), item (holding) records, fines and blocks, patron and patron address records, holds, and circulation transaction records. Maximum of 499,000 bibliographic records - additional charges apply for extractions of more than 499,000 bibliographic records.	\$8,500

Total: Database Services	\$58,200
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Note: pricing for extraction services assumes the following conditions for access to the database:
Horizon data extraction:

- external IP address of the database server must be provided;
- SQL port number must be provided;
- SQL system administrator login/password must be provided;
- Trusted firewall access must be provided from a single IP address to be provided by Polaris;
- Access to RDP or PC Anywhere on a PC located on the same LAS as the server must be provided, along with the following:
 - Java 1.4 or 1.5 must be installed, or be allowed to be installed on the PC
 - FTP must be permitted in order to allow files to be transferred to/from the PC to/from a location outside the LAN
- Use of VPN is acceptable;
- Horizon database name must be provided if other than "horizon";
- Specification of either Microsoft SQL Server or Sybase;
- Available access during all times and days specified by Polaris;

Deviations from any or all of these access conditions will result in additional fees being assessed, to be determined on a case-by-case basis.

Schedule C
Polaris ILS Software Licenses

Pursuant to Paragraph 12.1 herein and subject to the terms and conditions of this Agreement, Polaris will grant non-transferable and non-exclusive licenses for the following Software for use by the COUNTY.

	<u>Total Cost</u>
1. <u>Polaris ILS server Software</u> <i>Includes: Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.</i> <ul style="list-style-type: none"> • 287 Staff Client Licenses • Unlimited PAC access • 10 SimplyReports Licenses 	\$332,200
2. <u>Children's interface to PAC</u>	N/C
3. <u>URL Detective (checks URL links in bibliographic record)</u>	\$1,000
4. <u>iTiva (TalkingTech) interface</u>	\$2,500
5. <u>Self-Check interface to 3rd party Self-Check units x 20</u>	\$10,000
6. <u>EDI for Acquisitions Setup/Training for 3 vendors</u>	\$3,000
7. <u>eCommerce for Staff x 20 licenses (inc. 20 Card-Swipe devices)</u>	\$15,000
8. <u>Serials Pattern Templates</u>	\$3,000
9. <u>Polaris ILS Software Materials</u> - Complete set of Polaris ILS documentation on a CD	N/C
Total - Polaris ILS Software Licenses	\$366,700

Training Environment

It is understood that the LIBRARY has workstations referred to as "lab computers" which, in relation to the Polaris ILS, will be used for the sole purpose of training staff. The LIBRARY may install Staff Client licenses on these workstations at no charge.

Schedule D
Services

1. Implementation Services

Overview

Polaris shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning an Implementation Manager whose role will be to work in conjunction with the COUNTY during the implementation phase of the contract.
- Providing trainers to instruct the COUNTY on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

Polaris' Implementation Manager will schedule a two-day site visit to the COUNTY to discuss:

- Policy file creation
- Data migration issues
- Project planning
- Implementation Process
- Staff Client System Administration

The Implementation Site Visit requires the participation of the COUNTY's Library System Administrator as well as representatives from each of the COUNTY's administrative units involved or affected by the implementation of Polaris ILS.

Training Philosophy and Fees

Train-the-Trainer Approach: Polaris's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the COUNTY's library staff. System Administration training is offered as a three-day session in Syracuse, NY.

Prerequisites: Prior familiarity with Windows Vista and/or XP Professional is required for all trainees. Up to ten (10) trainees allowed at each training session. Additional charges apply for additional trainees up to a maximum of 15. Training materials will be provided for each session. Additional training days can be contracted for at a cost of \$1,800 per trainer per day including expenses. Training should take place in a room away from public areas and have the capacity to hold the number of trainees and the Polaris trainer. It is strongly recommended that each trainee have the use of a COUNTY library workstation with the Polaris ILS Staff client software installed.

Implementation Manager site visit and on-site training will be charged in whole days at \$1,800 a day for each Polaris staff member, all expenses included.

**Schedule D
Services - continued**

Project Consultation:

2 Days On-Site Project Implementation Visit (including expenses)	\$3,600
• Policy File Creation, Data Migration, Project Planning	
• Implementation Process, Staff Client System Administration	
3 Days On-Site Consulting & Training on PAC Customization (including expenses)	\$5,400

Polaris ILS Application Training/Consultation:

20 Days On-Site training covering the following subsystems (including expenses) (To occur after system installation and initial database load) Ten (10) discrete sessions of two (2) days each - up to ten (10) trainees allowed per session.	\$36,000
• PAC	
• Patron Services	
6 Days On-Site training covering the following subsystems (including expenses) (To occur after system installation and initial database load) Two (2) discrete sessions of three (3) days each - up to ten (10) trainees allowed per session.	\$10,800
• Acquisitions	
• Serials	
2 Days On-Site training covering the following subsystems (including expenses) (To occur after system installation and initial database load) Up to ten (10) trainees allowed per session.	\$3,600
• Cataloging	

Polaris ILS System Administration:

3 Days Syracuse-based training covering the following:	\$4,950
• Polaris System Administration user interface	
• Polaris ILS database structure	
• Database maintenance	
• User management	
• Client installation	
• Introduction to Structured Query Language (SQL)	
• Introduction to Microsoft SQL Report Services	
• Custom SQL script creation	
• Custom report creation using MS SQL Reporting Services	

Site may send up to 3 staff to this class for \$4,950. Additional staff may attend for \$550 per person per day. COUNTY will be responsible for all travel expenses.

Additional Functionality Training

SimplyReports training via downloadable video	N/C
Authority Control in Polaris Library Webinar	\$450

Sub-Total: Implementation Services (includes all Polaris personnel expenses)	\$64,800
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**Schedule D
Services - continued**

Optional Service

- additional days follow-up training/consultation @1,800 per day inc. expenses (minimum 2 days)
- workflow analysis/consultation @2,150 per day inc. expenses (minimum 2 days)
- Go-Live assistance at \$1,800 a day inc. expenses (minimum 2 days)

A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.

Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)

**Schedule D
Services - continued**

2. Installation

2.1 The installation fee for server Hardware and Software covers the integration, configuration, and installation of all server Software, the staging of all server Hardware, and the on-site integration of the server Hardware. Said services will be performed initially at Polaris' offices and subsequently on-site by Polaris technicians at the rates set forth below. Any additional days that are required on-site as a result of the failure of non-Polaris equipment will be charged at \$2,150 a day including expenses. The COUNTY will be responsible for the physical installation of the servers.

Server and server software - Installation and On-site Integration:

- Production Server	\$750
- PAC Server	\$500
- Reports Server	\$500
- Test/Training Server	\$500
On-site integration of servers (includes travel expenses)	\$4,300

Sub-Total: Installation Polaris ILS servers & server software	\$6,550
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Optional Pre-Production Integration Service:

Polaris ILS Training Server Hardware:

On-site integration of Training server Hardware is an optional service offered by Polaris. Only the actual travel expenses incurred + the \$500 installation fee would be charged.

3. Database Synchronization Service

This is a custom SQL task that automates the data copy process from the Production Server to the Test/Training Server on an hourly (business hour) basis.

Level 2 Implementation

- available to libraries that have transaction logs back-ups in place, but do not have a Clustered Server environment	\$2,000
Annual Maintenance	\$400

Sub-Total: Database Synchronization Service	\$2,000
Annual Maintenance	\$400

**Schedule D
Services - continued**

3. Subscription Service

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. Price increases may occur on an annual basis, at the time of subscription renewal. The COUNTY's library reported annual circulation is 3,105,000. Based on this figure, the first-year annual subscription would be set as follows (the COUNTY may de-select elements as required to the minimum annual rate of \$550):

Component	Annual Cost
Table of Contents	\$1,550
Fiction and Biography Profiles	\$1,226
Find Similar Titles (must also buy Fiction Profile)	Not Selected - Optional
Series Information	Not Selected - Optional
Awards	Not Selected - Optional
Summaries	\$1,550
Cover Images	\$1,872
First Chapters/Excerpts	\$1,034
Author Notes	\$388
PW Review (includes Criticas Review)	Not Selected - Optional
LJ Review	\$1,550
SLJ Review	\$1,550
Choice Review	Not Selected - Optional
Booklist Review	Not Selected - Optional
Horn Book Review	Not Selected - Optional
Spanish	Not Selected - Optional
German	Not Selected - Optional
Video & Music 1	Not Selected - Optional
Total Annual Subscription Fee	\$10,720

Note: this subscription service will commence one (1) year from the date on which the COUNTY goes live on the Polaris Integrated Library System.

Schedule E
Software Maintenance and System Support

1. Pursuant to Article 13 herein, the following software maintenance fees will apply:

<u>Software Maintenance Fees:</u>		<u>Annual</u>
1.	Polaris ILS server, client and SimplyReports Software	\$60,496
2.	Children's interface to PAC	N/C
3.	URL Detective	\$150
4.	iTiva (TalkingTech) interface	\$500
5.	Self-Check interface to 3 rd party Self-Check units x 20	\$1,800
6.	EDI for Acquisitions x 3 vendors	\$750
7.	eCommerce for Staff x 20 licenses	\$3,000
8.	Serials Pattern Templates	N/A
9.	Database Synchronization	\$400

Total: Annual Software Maintenance and System Support Fee.	
Commencing one (1) year from the Live Date	\$67,096

**Schedule F
Payment Schedule**

System Costs	Purchase Price
Database Services (Schedule B)	\$58,200
Polaris ILS Software Licenses (Schedule C)	\$366,700
Services (Schedule D)	
- Implementation	\$64,800
- Installation	\$6,550
- Database Synchronization Service	\$2,000
Sub-Total	\$498,250
Less Discount	(\$129,545)
Total: System Cost	\$368,705

1. Payment on Delivery

1.1 Services (Schedule E) \$73,359

2. Payment for Database Services

2.1 Total Cost (Schedule B) \$58,200

Payment for this cost to be made as follows:

50% upon completion of test load \$29,100

50% upon completion of final load \$29,100

3. Payment for Software

3.1 Sub-Total Costs (Schedule C) \$366,700

Less Discount (\$128,141)

Total \$238,559

Payment for these costs to be made as follows:-

25% upon signing the Agreement \$59,639.75

60% upon completion of Hardware/Software delivery \$143,135.40

15% upon Live Date \$35,783.85

4. Annual Payments to Commence One (1) Year from the Live Date

4.1. Software Maintenance and System Support (Schedule G) \$67,096

4.2. Enhanced Data Content for PAC Subscription (Schedule E) \$10,720

Schedule G
Additional Considerations

1. Returned Goods Authorization.
 - 1.1 Goods mistakenly configured or shipped by Polaris will be picked up at Polaris' expense and a full credit will be applied to the customer's account. In order to assure the timely handling of your return, a Returned Materials Authorization number must accompany all returns.
 - 1.2 Goods mistakenly ordered by the COUNTY may be returned within 30 days of sale. If the return is in its original packaging and fit for resale as new, the COUNTY's account will be credited for the selling price less a 20% restocking fee and less any shipping and handling charges. The COUNTY must obtain a Returned Materials Authorization number and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, the COUNTY remains liable to Polaris for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to Polaris without a Returned Goods Authorization, an additional tracing fee may be deducted from the value of the return. If the return is in a condition that prevents its resale as new, the COUNTY will receive credit only for the value as determined by Polaris for use as maintenance spares or for sale as used equipment. Software licenses, barcode labels and all custom goods are not returnable.
2. Network and Workstation Requirements

The Polaris ILS system is based on TCP/IP protocols over an Ethernet network, and uses industry standard techniques and technology for networking. Polaris ILS network topologies and protocols include powerful Ethernet 10BaseT and 100BaseT local area networks, high-speed fiber links, and wide-area digital communications, running a variety of protocols, including TCP/IP. Polaris supports Ethernet LANs using TCP/IP. All existing network hardware components must be TCP/IP compatible and manageable. Polaris ILS is a PC-based system requiring Staff workstations running under Windows XP Pro with current Service Pack (minimum memory 512MB), Vista Business with current Service Pack (minimum memory 1GB), or Windows 7 Professional with current Service Pack. The graphics card should have 4MB video memory or better. MACs with Ethernet cards and Internet Explorer capability may also be used as PAC workstations. The required wiring is Category 5 (802.3 Ethernet compliant), capable of handling bandwidth from 10Mbps to 100Mbps. Analog equipment is not compatible with the network. As an additional service, the COUNTY may contract with Polaris for detailed network plans, including design criteria, hardware, and pricing at the then current rates.
3. Community Information

It is the intention of Polaris to develop a sub-system for the storage and retrieval of community information records. When such a sub-system becomes available to Polaris customers, the LIBRARY may purchase the product at no charge. An ongoing maintenance fee will be applied, but that cost has not yet been determined.

Continued over.....

Schedule G
Additional Considerations - continued

4. Minimum Specifications for Server Hardware/Software

Production Server - Rackmount

(2) Quad-Core Xeon 2.66GHz, 1333MHz CPU, 32GB memory, RAID

Hardware

Qty	Product Description
1	Dell PowerEdge T710 (2) Quad Core Intel Xeon 2.66 GHz CPUs 32GB memory Rackmount, Dell Ready Rails Redundant power supply No Monitor, No Keyboard, No Mouse, No Floppy Drive DVD-ROM drive RAID controller Dual Ethernet NIC LTO-3 400GB Tape Backup (internal) (2) 146GB 15,000 rpm SCSI hot swap disk (System-RAID 1) (2) 146GB 15,000 rpm SCSI hot swap disk (Temp-RAID 1) (4) 146GB 15,000 rpm SCSI hot swap disk (Logs-RAID 5) (4) 146GB 15,000 rpm SCSI hot swap disk (Data-RAID 5) 3-Year 4-Hour Same Day On-Site Response 24 x 7
1	1440VA UPS Rackmount

Backup Media

20	LTO3 Backup Tapes
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Software

1	Windows 2008 R2 Server Std License (P73-04966)
1	Windows 2008 R2 Server Std - Media (P73-04819)
2	Microsoft SQL 2008 R2 Server per-cpu license (228-09456)
1	Microsoft SQL 2008 Server - kit Media (228-08442)
1	Microsoft SQL 2008 R2 Server - kit Media (228-09166)
282	Windows 2008 Client Access Device License (R18-02639)
1	Brightstor ARCserve r15 w/media (BABWBR1500W00G4)
1	Brightstor ARCserve r15 SQL Agent (BABWBR1500W17G4)
1	WS_FTP Professional
1	SpotLight on SQL Server Enterprise

Schedule G
Additional Considerations - continued

Test/Training Server - 30 Users Rackmount

Quad Core Xeon 2.66 GHz, 1333MHz CPUs, 16GB RAM, RAID

Hardware

Qty	Product Description
1	Dell PowerEdge T710 Quad Core Intel Xeon 2.66GHz, 1333MHz CPU 16GB memory Rackmount, Dell Ready Rails Redundant power supply No Monitor, No Keyboard, No Mouse, No Floppy DVD-ROM drive RAID controller Dual Ethernet NIC DAT72 tape backup (internal) (2) 146GB 15,000 rpm SCSI hot swap disk (System-RAID 1) (2) 146GB 15,000 rpm SCSI hot swap disk (Temp-RAID 1) (4) 146GB 15,000 rpm SCSI hot swap disk (Data-RAID 5) 3-Year 4-Hour Same Day On-Site Response 24 x 7

Software

1	Windows 2008 R2 Server License (P73-04966)
1	Microsoft SQL 2008 R2 Server License (228-09407)
30	Microsoft SQL 2008 R2 Client Access License Device (359-05326)

PAC Server

Intel Xeon 2.66 GHz CPU, 8GB memory, RAID

Hardware

Qty	Product Description
1	Dell PowerEdge R610 Intel Xeon X5650 2.66GHz HT, 1333MHz CPU 8GB 1333MHz memory Rackmount, Dell Rapid Rails PERC RAID Controller Redundant Power Supply No Monitor, No Keyboard, No Mouse DVD-ROM drive Ethernet NIC (2) 146GB 15K rpm SAS disk (RAID 1) System 3-year 4-Hour Same Day On-Site Response 24x7
1	Dell APC 1440 VA UPS Rackmount

Software

1	Windows 2008 R2 Server license (P73-04966)
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Schedule G
Additional Considerations - continued

Reports Server

Intel Xeon 2.66 GHz CPU, 8GB memory, RAID

Hardware

Qty	Product Description
1	Dell PowerEdge R610 Intel Xeon X5650 2.66GHz HT, 1333MHz CPU 8GB 1333MHz memory Rackmount, Dell Rapid Rails PERC RAID Controller Redundant Power Supply No Monitor, No Keyboard, No Mouse DVD-ROM drive Ethernet NIC (2) 146GB 15K rpm SAS disk (RAID 1) System (2) 146GB 15K rpm SAS disk (RAID 1) Data 3-year 4-Hour Same Day On-Site Response 24x7
1	Dell APC 1440 VA UPS Rackmount

Software

1	Windows 2008 R2 Server license (P73-04966)
1	Microsoft SQL 2008 R2 Server per-CPU license (228-09456)
1	Windows 2008 R2 Server - Media (P73-04819)

Schedule H
Optional Goods and Services

Enhanced Data Content for PAC
Subscription Service to Content Café

Polaris is a reseller for Content Cafe, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Content Cafe is an annual subscription, based on annual circulation statistics. Minimum annual circulation requirement - 225,000. Price increases may occur on an annual basis, at the time of subscription renewal. The COUNTY's library reported annual circulation is 3,105,000. Based on this figure, the first-year annual subscription will be as follows:

Component	Annual Cost
Book Jackets	\$1,987
Table of Contents	\$1,832
Annotations	\$1,304
Excerpts	\$1,553
Author Biographies	Included
Flap Cover Text	Included
Publisher Summaries	Included
Booklist Review	\$1,242
Horn Book Review	\$1,242
LJ Review	\$1,242
PW Review	\$1,242
Book News Review	\$1,242
Choice Review	\$1,242
Criticas Review	\$776
ForeWord Review	\$776
SLJ Review	\$776
VOYA	\$776
E-Streams Review	Included
Total Annual Subscription Fee	\$17,232

Schedule H
Optional Goods and Services - continued

	Total	Annual Maintenance
Collection Agency Interface to Unique Management Services	\$7,500	\$1,125
Multilingual - Arabic, Chinese Simplified, French, Haitian Creole, Hawaiian, Korean, Russian, Vietnamese	\$10,000	\$2,500
Spanish language interface to PAC (includes Spanish language printed notices)	\$5,000	\$900
Multilingual PAC - All other languages	TBD	TBD
Course Reserves	\$5,000	\$1,200
Outreach Services	\$5,000	\$1,200
Polaris Application Programming Interface (API) Web-based service comprised of a set of URIs which return data and/or perform actions on the Polaris application database.		
Developer/Distributor	Custom	TBD
Library Developer	\$4,000	\$800
User Access	\$2,000	\$400
Polaris Inventory Manager (additional Staff Client License/MS CAL recommended)	\$2,000	\$500
Polaris Fusion - Digital Collection Management		
- up to 25,000 items	\$15,000	\$2,500
- 25,001 to 50,000 items	\$30,000	\$5,000
- 50,000 items and greater	\$75,000	\$10,000
Optional:		
Reserve Management and Ecommerce Upgrade	\$5,000	\$900
Half-day Webinar Training	\$600	N/A
Separate Server recommended	Custom	N/A
Data Conversion and Load	Custom	N/A

Schedule H
Optional Goods and Services - continued

	Total	Annual Maintenance
Polaris Export Express - flexible functionality for exporting bibliographic, authority and patron records	\$1,500	\$300
Webinar Training - 1 hour	\$125	N/A
Mobile PAC	\$6,000	\$1,500
Polaris Bookstore Library can establish an online bookstore where library patrons can order books they wish to purchase and simultaneously make a donation to their local library and their community. With Polaris Bookstore, the library patron will have the option of ordering an item instead of placing a hold on it. For each item purchased, Polaris Library Systems will make a donation to the library. Polaris Bookstore is available to libraries that use the Polaris® Integrated Library System.	\$750	N/A
Titles to Go - streamline & expedite online ordering		
This service allows the Library to pull in current bibliographic, availability and pricing from: <ul style="list-style-type: none"> • BWI • Ingram • Baker & Taylor 	\$500 per vendor Set-up fee	N/A
Acquisitions - EDI Vendor Training/Set-up		
Per-vendor set-up fee Approved Vendors: <ul style="list-style-type: none"> • Baker & Taylor • Book Wholesalers, Inc. • Brodart • Ingram • Library Bound • MicroMarketing • Midwest Tape • Quality Books • Rainbow Books • Recorded Books • S&B Books • United Library Services 	\$1,000 each	\$250 each

Schedule H
Optional Goods and Services - continued

Polaris ExpressCheck Standard (non-RFID)	Total	Annual Maintenance
ExpressCheck Hardware (1 - 5 Units @4,400; 6-10 Units @4,200) Win XP Pro, Thermal Receipt Printer, Imbedded Scanner, 15" LCD Monitor Unit: 3-yr Mfr Warranty Printer: 3-yr Mfr Parts Warranty, 1 yr Labor Warranty	\$4,400	N/A
Polaris ExpressCheck Client + Microsoft CAL	\$1,508	\$250
Polaris ExpressCheck Standard (non-RFID) with eCommerce		
ExpressCheck Hardware (1 - 5 Units @4,650; 6-10 Units @4,450) Win XP Pro, Thermal Receipt Printer, Imbedded Scanner, 15" LCD Monitor, USB HID 2 Track Card Reader. Unit: 3-yr Mfr Warranty Printer: 3-yr Mfr Parts Warranty, 1 yr Labor Warranty	\$4,650	N/A
Polaris ExpressCheck eCommerce Client	\$500	\$150
Polaris ExpressCheck Client + Microsoft CAL	\$1,508	\$250
Polaris ExpressCheck RFID (Bibliotheca)		
ExpressCheck Hardware (1 - 5 Units @7,800 ea.; 6-10 Units @7,600 ea.) Win XP Pro, Thermal Receipt Printer, Imbedded Scanner, 15" LCD Monitor, Custom Tray, Bibliotheca RFID Staff Station. Unit: 3-yr Mfr Warranty Printer: 3-yr Mfr Parts Warranty, 1 yr Labor Warranty	\$7,800	N/A
Attenuator Kit (Optional)	\$100	N/A
Polaris ExpressCheck Client + Microsoft CAL	\$1,508	\$250
Polaris ExpressCheck RFID (Bibliotheca) with eCommerce		
ExpressCheck Hardware (1 - 5 Units @8,050 ea.; 6-10 Units @7,850 ea.) Win XP Pro, Thermal Receipt Printer, Imbedded Scanner, 15" LCD Monitor, Custom Tray, Bibliotheca RFID Staff Station, USB HID 2 Track Card Reader. Unit: 3-yr Mfr Warranty Printer: 3-yr Mfr Parts Warranty, 1 yr Labor Warranty	\$8,050	N/A
Attenuator Kit (Optional)	\$100	N/A
Polaris ExpressCheck eCommerce Client	\$500	\$150
Polaris ExpressCheck Client + Microsoft CAL	\$1,508	\$250

Schedule H
Optional Goods and Services - continued

	Total	Annual Maintenance
Polaris ExpressCheck Options		
Overhead Custom Signage Bracket Kit	\$300	N/A
On-site Installation - per diem inc. expenses (minimum 2 days)	\$1,800	N/A
RFID Staff Station Tray Only	\$450	N/A
Wireless Hardware Upgrade	\$175	N/A
E-commerce Staff license - credit card payments	\$500	N/A
RFID Conversion Utility		
Writes item barcode and related information to RFID tags. Also sets the security bit without using SIP	\$5,000	\$900
Polaris Wireless Access Management - Single Location Up to 180 concurrent logins.		
WAM Gateway (each)	\$600	1yr Mfr Wrnty
Access Point (each)	\$75	1yr Mfr Wrnty
Staging (each)	\$250	N/A
WAM Software Manager	\$1,600	\$250
Polaris Inventory Manager Package - must be purchased as listed		
Tablet PC - Motion J3400 1.4GHz Core 2 Duo Microsoft Vista Business/Windows 7, Intel PRO/wireless 2200B/G, Digital Pen, 2GB memory, 80GB hard drive, 12.1" XGA LCD Display	\$2,700	1yr Mfr Warranty
2-yr Extended Warranty	\$275	N/A
Work-Anywhere-Kit	\$114	N/A
Bump Case	\$149	N/A
Polaris Inventory Manager Software	\$2,000	\$500
Polaris Client Access License	\$750	\$135
Microsoft Client Access License	N/C	N/A

Schedule H
Optional Goods and Services - continued

	Total	Annual Maintenance
Wyse V30L Thin Client, 128mb memory, Ethernet NIC, 1GHz Processor Mouse and keyboard, Win CE, 17" flat-panel LCD monitor	\$754	3yr Mfr Warranty
Wireless Option	\$66	3yr Mfr Warranty
Nexlink PC Workstation Intel Pentium 3.00GHz 800MHz Processor 512MB memory 80GB hard drive, CD-RW Drive MS Windows XP Pro+ w/SP2 Edition 17" flat-panel LCD Monitor	\$850	3yr Mfr Warranty
Dell Vostro 200 Slim Tower Workstation Intel Core 2 Duo 2.20GHz CPU, Vista Business 32-bit, 2GB memory Slim Tower cabinet DVD-ROM drive, No Floppy, SVGA integrated graphics controller Ethernet NIC USB Keyboard & Optical Mouse 80GB 7.2K rpm SATA disk, Dell 19" LCD Monitor	\$842	3yr Mfr Warranty
Imageteam Laser Scanner, 3800LR CCD Imager with stand	\$200	5yr Mfr Warranty
Receipt Printer - Star TSP700 Thermal	\$360	3yr Mfr Warranty
Tablet PC - Motion J3400 1.4GHz Core 2 Duo Microsoft Vista Business/Windows 7, Intel PRO/wireless 2200B/G, Digital Pen, 2GB memory, 80GB hard drive, 12.1" XGA LCD Display	\$2,700	1yr Mfr Warranty

Schedule H
Optional Goods and Services - continued

On-Site Profiling Service:

On-site profiling is an optional service offered by Polaris to provide the opportunity to have the automation environment of a given site or sites more fully evaluated by a Polaris ILS migration specialist. This can be contracted for on a "travel and expenses" basis. Minimum of two (2) days.

Additional Training/Consultation:

- Additional on-site training and/or consultation days to address new functionality: minimum two (2) days at \$1,800 per day including expenses.
- Workflow Analysis - minimum two (2) days on-site at \$2,150 per day
- "Go-Live assistance - minimum two (2) days at \$1,800 per day including expenses.
- Additional attendees in training session: \$250 per day, per attendee

Outreach Services training, via web conferencing - N/C

Polaris Inventory Manager training, via downloadable video - N/C

Database Synchronization Service:	Total	Annual Maintenance
This is a custom SQL task that automates the data copy process from the Production Server to the Test/Training Server on either a daily, weekly, monthly or on-demand basis (at the COUNTY's discretion).		
- Level 1 Implementation - available to libraries that do not have (1) transaction logs back-ups in place, or (2) a Clustered Server environment	\$1,000	\$200
- Level 3 Implementation - available to libraries that have a complex or Clustered Server environment	\$3,000	\$600
This service is only applicable to libraries with a Test/Training server environment		
As an alternative to this service, each request for assistance with copying the Polaris database from one server to another will be charged at the rate of \$200 per hour, with a minimum charge of two (2) hours. Database copy projects must be scheduled in advance with your Polaris Site Manager		

Serials Data Migration

<u>Migration/Load Serials Records -</u> Includes: Serials Holdings Records, Issues (received, not received, claimed), Items, Vendors	\$5,000	N/A
The following Serials data will not be converted: subscriptions, prediction/publication pattern data, funds, POs, PO lines, invoices.		

Schedule H
Optional Goods and Services - continued

Polaris ZMARC - Cataloging Record Subscriptions

The ability to get library materials cataloged and into your patrons' hands as quickly and accurately as possible is essential to your library. ZMARC provides access to over 11 million bibliographic records and 7 million name authority records cataloged by the Library of Congress. In addition, your library will have access to the latest AV records available from Baker & Taylor, with over 17,000 new records added per year.

Three product offerings (Sold separately):

- Over 11,000,000 Bibliographic Records*
- Over 8,000,000 Name Authority Records & over 3,000,000 Subject Authority Records*
- Over 350,000 AV Records (music, video & DVD titles)*

Authority Only	Annual Fee
Licenses x 1	\$1,275
Licenses x 2	\$650
Licenses x 3 - 5	\$600
Licenses x 6 - 9	\$550
Licenses x 10 or greater	\$500

Bibliographic Only	Annual Fee
Licenses x 1	\$1,775
Licenses x 2	\$900
Licenses x 3 - 5	\$825
Licenses x 6 - 9	\$750
Licenses x 10 or greater	\$700

Audio/Visual Only	Annual Fee
Licenses x 1 - 5	\$1,000
Licenses x 6 - 9	\$900
Licenses x 10 or greater	\$850

Annual subscription fee commences on initiation of the service.

Optional Services:	<u>Initial Cost</u>	<u>Annual Cost</u>
1. Real-time update to authority header	N/C*	N/C*
* this service is included with a ZMARC Authority subscription.		
With an OCLC Authority subscription, the cost would be	\$2,500	\$625
2. Weekly update to authority database	N/A	\$1,800