

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

SEVENTH AMENDMENT

THIS SEVENTH AMENDMENT ("7th Amendment") is made by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, 401 Jackson St., Richmond, Texas 77469 ("County"), and Innovative Interfaces, Inc. who has purchased GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, ("Innovative").

WITNESSETH:

WHEREAS, Innovative and County executed and entered into the following: an Agreement dated February 22, 2011; a First Amendment dated October 2, 2012; a Second Amendment dated November 26, 2013, a Third Amendment dated November 17, 2014; a Fourth Amendment dated April 28, 2015; and a Fifth Amendment dated February 23, 2016; and a Sixth Amendment dated June 24, 2016 (hereinafter collectively referred to as "Agreement" and attached hereto as "Exhibit A"), 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, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

WHEREAS, County desires to renew the licenses and maintenance, as well as purchase six (6) additional licenses with included maintenance services, from Innovative as described in the price quotation attached hereto as "Exhibit B"; and

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Innovative is hereby amended as follows:

- A. **Software License and Maintenance.** Innovative shall provide the software license and maintenance ("Services") to County as described in Exhibit B.
 - B. **Payment.** Payment for the Services provided in Exhibit B shall be made as follows:
 - 1. The maximum compensation for the services provided as described in Exhibit B is one hundred eleven thousand four hundred forty-four and 53/100 dollars (\$111,444.53). The fees for services provided are as follows:
 - a. Renewal for licenses and maintenance: \$107,544.53
 - b. 6 additional licenses: \$3,900.00
- Payment shall be made by County within thirty (30) days of receipt of invoice. Late payments are subject to a late charge in accordance with Chapter 2251 of the Texas Government Code. Notwithstanding anything to the contrary in this 7th Amendment, Innovative reserves the right to suspend access to the services in the event of any past due fees. No additional funding shall be available for services provided under this 7th Amendment without prior written consent of County.
- C. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this 7th Amendment, Fort Bend County shall notify all necessary parties that this 7th Amendment shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

- D. **Taxes.** 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 upon request.
- E. **Confidential Information.** Innovative expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the 7th Amendment to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Innovative shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
- F. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this 7th Amendment. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this 7th Amendment and waive the right to sue or be sued elsewhere. Nothing in the 7th Amendment shall be construed to waive the County's sovereign immunity.
- G. **Termination.** County may terminate this 7th Amendment at any time upon thirty (30) days written notice.
- H. **Automatic Renewal.** The Services shall only automatically renew for the same or lower price as listed thereon. Any renewal that increases the cost to County must be executed in a written agreement signed by the parties.
- I. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this 7th Amendment, Exhibit B, and/or the Agreement, the provisions of this 7th Amendment shall prevail.

IN WITNESS WHEREOF, the parties have duly executed and delivered this 7th Amendment, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

FORT BEND COUNTY

Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

INNOVATIVE INTERFACES, INC.

Authorized Agent – Signature

AKIN ADEKEYE

Authorized Agent- Printed Name

GENERAL COUNSEL

Title

February 1, 2017

Date

Auditor's Certificate

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

Robert Ed Sturdivant, County Auditor

Exhibit A

#22A

ARF-22431

Discussion Item

REGULAR SESSION AGENDA

Purchasing

Meeting Date: 06/14/2016

TITLE: 6th Amendment Innovative Interfaces/ Polaris Library Systems + software licenses 3M ebook Cloud

Submitted By: Cheryl Krejci, Purchasing

Originals for signature: Yes

Date Approved by County Attorney: 6/3/16 County Attorney Initials: MG

Information

SUMMARY OF ITEM:

Take all appropriate action on Sixth Amendment to Agreement between Fort Bend County and Innovative Interfaces Inc. dba Polaris Library Systems for additional software licenses, and integrate 3M eBook Cloud Library in an amount not to exceed \$12,000. (Fund: Library)

FUNDING SOURCE:

Accounting Unit, Project or Grant Name;

Account Name;

SPECIAL HANDLING:

Attachments

Innovative/Polaris 6th amend

COUNTY JUDGE
RECEIVED
JUN 09 2016

§

§

10

WITNESSETH:

WHEREAS, Contractor and County executed and entered into the following: an Agreement dated February 22, 2011; a First Amendment dated October 2, 2012; a Second Amendment dated November 26, 2013, a Third Amendment dated November 17, 2014; a Fourth Amendment dated April 28, 2015; and a Fifth Amendment dated February 23, 2016 (hereinafter collectively referred to as “**Agreement**” and attached hereto as “**Exhibit A**”), 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, for a computerized system (hereinafter referred to as “Polaris ILS”®) consisting of hardware and software and related services.

WHEREAS, County desires to purchase four (4) additional licenses with included maintenance services from Contractor as described in the price quotation attached hereto as "Exhibit B"; and

WHEREAS, County also desires to purchase the Polaris Integrated eBook with 3M Cloud Library software licenses and services as described in the price quotation attached hereto as "Exhibit C."

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

- A. **Software License and Maintenance.** Contractor shall provide the software license and maintenance (“Services”) to County as described in Exhibits B and C.
- B. **Payment.** Payment for the Services provided in Exhibits B and C shall be made as follows:
1. The maximum compensation for the Services described in Exhibit B is \$2,000.00. Payment shall be made by County within thirty (30) days of receipt of invoice. Late payments are subject to a late charge in accordance with Chapter 2251 of the Texas Government Code. Notwithstanding anything to the contrary in this Sixth Amendment, Contractor reserves the right to suspend access to the Services in the event of any past due fees. No additional funding shall be available for Services provided under this Sixth Amendment without prior written consent of County.
 2. The maximum compensation for the Services described in Exhibit C is \$23,219.00 over a three (3) year term. County shall pay Contractor the following amounts:

Year 1: \$10,500.00	SIP2 License, PSW-INH-SIP2-CAL = \$500 Polaris API Site License, PSW-INH-APISITE = \$7,500 Training and Setup, PSW3-3M-SETUP = \$2,500 Polaris Integrated eBook with 3M Cloud Library (Discount for opening day e-book commitment), PSW3-3M-FEE-SUB = \$0
Year 2: \$6,250.00	Polaris Integrated eBook with 3M Cloud Library, PSW3-3M-FEE-SUB = \$6,250
Year 3: \$6,469.00	Polaris Integrated eBook with 3M Cloud Library, PSW3-3M-FEE-SUB = \$6,469

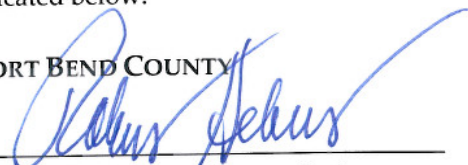
Payment shall be made by County within thirty (30) days of receipt of invoice. Late payments are subject to a late charge in accordance with Chapter 2251 of the Texas Government Code. Notwithstanding anything to the contrary in this Sixth Amendment, Contractor reserves the right to suspend access to the Services in the event of any past due fees. No additional funding shall be available for Services provided under this Sixth Amendment without prior written consent of

County.

- C. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Sixth Amendment, Fort Bend County shall notify all necessary parties that this Sixth Amendment shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
- D. **Taxes.** 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 upon request.
- E. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Sixth Amendment to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
- F. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Sixth Amendment. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Sixth Amendment and waive the right to sue or be sued elsewhere. Nothing in the Sixth Amendment shall be construed to waive the County's sovereign immunity.
- G. **Termination.** County may terminate this Sixth Amendment at any time upon thirty (30) days written notice.
- H. **Automatic Renewal.** The Services shall only automatically renew for the same or lower price as listed thereon. Any renewal that increases the cost to County must be executed in a written agreement signed by the parties.
- I. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Sixth Amendment, Exhibit B, and/or the Agreement, the provisions of this Sixth Amendment shall prevail.

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

FORT BEND COUNTY


Robert E. Hebert, County Judge

June 14, 2016
Date

ATTEST:


Laura Richard, County Clerk



INNOVATIVE INTERFACES, INC.


Authorized Agent - Signature

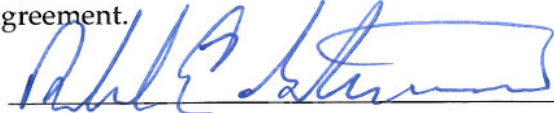
RUSSELL BOLTWOOD
Authorized Agent- Printed Name

GENERAL COUNSEL
Title

June 7, 2016
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 12,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 136432

PAGE #: Page 1 of 1

P.O.DATE: 3/1/2016

DELIVERY BY: 3/3/2016

BUYER: Christina M. Hacker

VENDOR: 24498

INNOVATIVE INTERFACES, INC
P O BOX 74008010
CHICAGO IL 60674-8010
ACCOUNTING DEPARTMENT

SHIP TO: LIBRARY-GEORGE MEMORIAL BRANCH
1001 GOLFVIEW DRIVE
RICHMOND TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTEND COST
1 SOFTWARE POLARIS SOFTWARE MAINTENANCE	1	EA	\$88231.12	\$88,231.12
2 DATABASE POLARIS DATABASE SYNCH SERVICE	1	EA	\$463.50	\$463.50
3 SYNETIC SYNETIC SOLUTIONS (FOBEP) CO SYNETIC SOLUTIONS (FOBEP) COVERAGE PERIOD: 12/01/2015 - 11/30/2016 QUOTE: 08112015 APPROVED COMMISSIONERS COURT 2/23/16	1	EA	\$12065.45	\$12,065.45
4 S-INH-OVE..RIVE-REN Pverdrive Renewal	1	EA	\$1650.00	\$1,650.00

GRAND TOTAL: \$102,410.07



Invoice

5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
ar@iii.com

Invoice #	INV-INC07888
Invoice Date	11/17/2015
Terms	Net 30
PO #	
Due Date	12/17/2015
Sales Rep	Dennis Carter
Site Code	FORT1704
Created From	Sales Order #SO-INC8229
Currency	US Dollar

Bill To

Carol Brown
Mary Miller
George Memorial Library / Fort Bend
1001 Golfview Drive
Richmond TX 77469

Project	Item	Qty	Description	Rate	Amount
	S-PSWMAINT	1	Polaris Services Maintenance for the period of 12/1/15 - 11/30/16	463.50	463.50
	S-PSWMAINT	1	Polaris Software Maintenance for the period of 12/1/15 - 11/30/16	88,231.12	88,231.12

Total	88,694.62
Amount Due	US\$88,694.62

FEIN 94-2553274

For billing inquiries contact us at:
1-510-655-6200 or ar@iii.com

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200045

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-6010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
540 W Madison, FL 4
Chicago, IL 60661



Invoice

5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
ar@iii.com

Invoice #	INV-INC07902
Invoice Date	11/18/2015
Terms	Net 30
PO #	
Due Date	12/18/2015
Sales Rep	Dennis Carter
Site Code	FORT1704
Created From	Sales Order #SO-INC8234
Currency	US Dollar

Bill To

Carol Brown
Mary Miller
George Memorial Library / Fort Bend
1001 Golfview Drive
Richmond TX 77469

Invoice #	Item	Qty	Description	Unit	Amount
	2016-SYND-... d-SUB-RENE W	1	Syndetics Solutions Subscription Renewal for the period of 12/1/15 - 11/30/16		12,065.45

Total	12,065.45
Amount Due	US\$12,065.45

FEIN 94-2653274

For billing inquiries contact us at:
1-510-655-8200 or ar@iii.com

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200048

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
540 W Madison, FL 4
Chicago, IL 60661



Invoice

5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
ar@iii.com

Invoice #	INV-INC08097
Invoice Date	12/9/2015
Terms	Net 30
PO #	
Due Date	1/8/2016
Sales Rep	Dennis Carter
Site Code	FORT1704
Created From	Sales Order #SO-INC8428
Currency	US Dollar

Bill To

Carol Brown
Mary Miller
George Memorial Library / Fort Bend
1001 Golfview Drive
Richmond TX 77469

Project	Item	Qty	Description	Rate	Amount
	S-INH-OVE... RIVE-REN	1	Overdrive Renewal 3/1/16 - 2/28/17	1,650.00	1,650.00

Total 1,650.00
Amount Due US\$1,650.00

FEIN 94-2553274

For billing inquiries contact us at:
1-810-655-8200 or ar@iii.com

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74006010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
540 W Madison, FL 4
Chicago, IL 60661



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 136432

PAGE #: Page 1 of 1

P.O.DATE: 3/1/2016

DELIVERY BY: 3/3/2016

BUYER: Christina M. Hacker

VENDOR: 24498

INNOVATIVE INTERFACES, INC
P O BOX 74008010
CHICAGO IL 60674-8010
ACCOUNTING DEPARTMENT

SHIP TO: LIBRARY-GEORGE MEMORIAL BRANCH
1001 GOLFVIEW DRIVE
RICHMOND TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTEND COST
1 SOFTWARE POLARIS SOFTWARE MAINTENANCE	1	EA	\$89890.27	\$89,890.27
2 DATABASE POLARIS DATABASE SYNCH SERVICE	1	EA	\$463.05	\$463.05
3 SYNDETTIC SYNDETTIC SOLUTIONS (FOBEP) CO	1	EA	\$12065.45	\$12,065.45

SYNDETTIC SOLUTIONS (FOBEP)

COVERAGE PERIOD: 12/01/2015 - 11/30/2016
QUOTE: 08112015

APPROVED COMMISSIONERS COURT 2/23/16

GRAND TOTAL:

\$102,418.77

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

THIS FIFTH AMENDMENT is made between Innovative Interfaces, Inc. who has purchased GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, ("**Contractor**"), and Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, 401 Jackson St., Richmond, Texas 77469 (hereinafter referred to as "**County**").

WITNESSETH:

WHEREAS, Contractor and County executed and entered into the following: an Agreement dated February 22, 2011; a First Amendment dated October 2, 2012; a Second Amendment dated November 26, 2013, a Third Amendment dated November 17, 2014; and a Fourth Amendment dated April 28, 2015 (hereinafter collectively referred to as "**Agreement**" and attached hereto as "**Attachment B**"), 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, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

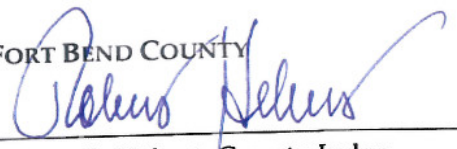
NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby renewed and amended as follows:

- A. **Software License and Maintenance.** Contractor shall provide the software license and maintenance ("Services") to County as described in the Scope of Services (attached hereto as "**Attachment A**").
- B. **Payment.** The maximum compensation for the Services described in Attachment A is \$102,418.77. Payment shall be made by County within thirty (30) days of receipt of invoice. Late payments are subject to a late charge in accordance with Chapter 2251 of the Texas Government Code. Notwithstanding anything to the contrary in this Fifth Amendment, Contractor reserves the right to suspend access to the Services in the event of any past due fees. No additional funding shall be available for Services provided under this Fifth Amendment without prior written consent of County.
- C. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Fifth Amendment, Fort Bend County shall notify all necessary parties that this Fifth Amendment shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
- D. **Taxes.** 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 upon request.
- E. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Fifth Amendment to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
- F. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Fifth Amendment. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Fifth Amendment and waive the right to sue or be sued elsewhere. Nothing in the Fifth Amendment shall be construed to waive the County's sovereign immunity.

- G. **Termination.** County may terminate this Fifth Amendment at any time upon thirty (30) days written notice.
- H. **Automatic Renewal.** The Services shall only automatically renew for the same or lower price as listed thereon. Any renewal that increases the cost to County must be executed in a written agreement signed by the parties.
- I. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Fifth Amendment, Attachment A, and/or the Agreement, the provisions of this Fifth Amendment shall prevail.


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

FORT BEND COUNTY


Robert E. Hebert, County Judge

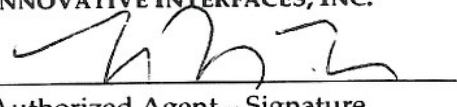
2.23.2016
Date

ATTEST:


Laura Richard, County Clerk



INNOVATIVE INTERFACES, INC.


Authorized Agent - Signature

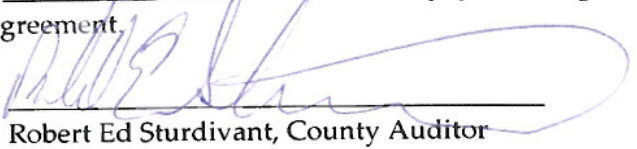
RUSSELL BOLTWOOD
Authorized Agent- Printed Name

GENERAL COUNSEL
Title

12/17/2015
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$102418.77 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-3219

Date Filed:
01/14/2016

Date Acknowledged:
02/23/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Innovative Interfaces, Inc.
Emeryville, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Fifth Amendment to Innovative
Innovative Interfaces, Inc. Software Maintenance Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me

on this 14th day of January, 2016.
by _____ Date _____ Month _____ Year _____(1) Russell Lewis Boltwood(and (2) _____).
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature Betty Ann Nase
Signature of Notary PublicSeal
Place Notary Seal Above**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certificate of Interested Parties Document Date: January 14, 2016Number of Pages: 1 Signer(s) Other Than Named Above: _____

CONFIDENTIAL PRICE QUOTATION FOR
Fort Bend County Library
October 1st, 2015
For the period: Dec. 1, 2015 – Nov. 30 2016
INNOVATIVE INTERFACES, INCORPORATED (UNITED STATES CUSTOMERS)

<i>Product Number</i>	<i>Product Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Total Amount</i>
PSW-INH-CPAC	Pol Child PAC	Software License	1	\$0.00
PSW-INH-COMM- PROFILE-PUBLIC	Community Profiles	Software License	1	\$1,736.44
S-PCVS-DBSYNCH	Polaris DB Synch	Service	1	\$463.05
PSW-INH-STAFF- ECOM	Polaris e-Commerce	Software License	1	\$3,472.98
PSW-INH-PAC- ECOM	Polaris e-Commerce	Software License	1	\$0.00
S-EDI-VEND- SERVICE	Polaris EDI	Software License	1	\$750.00
PSW-INH-EXPORT	Polaris ExportExpress	Software License	1	\$347.29
PSW-INH- MOBILEPAC	Polaris MOBILEPAC	Software License	1	\$1,736.44
PSW-INH-PAC	Polaris PowerPAC (Included in server software cost)	Software License	1	\$0.00
PSW-INH- SERVERSW	Pol Server SW	Software License	1	\$70,031.68
PSW-INH-SELF-CAL	Polaris SIP 2 Integration License	Software License	30	\$ 2,083.73
PSW-INH-SELF-CAL	Polaris SIP 2 Integration License	Software License	1	\$189.00

PSW-INH-SIMPLYREPOR	Polaris SimplyReports (Included in server software cost)	Software License	1	\$0.00
S-NCIP-ILL	Polaris NCIP (Integration with OCLC Navigator)	Software License	1	\$2,625.00
S-INH-OVERDRIVE	Polaris OverDrive Integration (March 2016 – Feb. 2017)	Software Subscription	1	\$1,650.00
PSW-INH-STAFF-CAL	Polaris Staff Client (Included in server software cost)	Software License	287	\$0.00
PSW-INH-STAFF-CAL	Polaris Staff Client	Software License	10	\$1,562.82
PSW-INH-STAFF-CAL	Polaris Staff Client	Software License	1	\$135.00
PSW-INH-TEL-IN	Polaris Telephony (Inbound)	Software License	1	\$868.22
PSW-INH-TEL-OUT	Polaris Telephony (Inbound)	Software License	1	\$868.22
PSW-INH-TEL-CAL	Polaris Telephony (Per Line CALs)	Software License	4	\$347.30
PSW-INH-URLDETEC	Polaris URL Det	Software License	1	\$173.65
PSW-INH-ML-SPANISH	Polaris Multilingual PAC (Spanish)	Software License	1	\$1,312.50
S-PSV3-SYND-SUB-RENEW	Syndetics	3rd Party Subscription	1	\$12,065.45

Annual Total \$102,418.77

License & Maintenance Renewal ("L&M Renewal"): all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. The L&M Product license associated with this renewal shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

Subscription Renewal ("Subscription Renewal"): all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. The Subscription Product license associated with this renewal shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

Add-On Products ("Add-On Products"): all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. Library is hereby granted a limited, non-exclusive, non-transferable and non-sublicensable license to use the Add-On Products described in this quotation for library information systems operations. No other license, express or implied, is granted hereunder. This license shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

Additional Payment Terms (as applicable):

Third Party Software/Hardware: For product and services purchases which include Innovative providing third-party software or hardware products, payment terms for such software or hardware shall be the Product & Services Payment Terms above (as applicable), but Innovative reserves the right to require up to 100% of the cost of such products and services to be paid as of the Effective Date.

Travel & Entertainment (T&E), and Other Expenses: T&E and other expenses incurred by Innovative in relation to the provision of the products and services above shall be payable by the Library within thirty (30) days of the date of receipt of an invoice from Innovative detailing such expenses.

Legal Terms & Conditions

1. The terms and conditions of this quotation constitute an offer by either Innovative Interfaces Incorporated or Innovative Interfaces Global Limited (as checked above, "Innovative") to sell products and services to the Library, and if accepted by the Library, constitute a legally-binding obligation by the Library to purchase such products and services. Acceptance of this quotation by the Library may be completed by Library's signature of this quotation as provided below; issuance of a purchase order; or any form of acceptance otherwise recognized by applicable law. The terms and conditions of this quotation are valid for 45 days, and if not accepted by the Library within said time period, shall be deemed automatically revoked.
2. Taxes are not included in the quoted prices but, if applicable, may be charged by Innovative at point of invoicing.
3. Except as otherwise specified, all prices are in US Dollars.
4. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.
5. This quotation is confidential between Library and Innovative.
6. The terms and conditions of this quotation may be rejected, modified or superseded only by a written agreement signed by Innovative specifying the rejection, modification or supersession of the terms and conditions.
7. Payment for a L&M New Installation Product constitutes pre-payment for license and maintenance for the 12 months following the completion of data load to the purchased product.
8. Payment for a Subscription New Installation Product constitutes pre-payment for subscription for the 12 months following the Effective Date.
9. L&M or Subscription Products are for twelve (12) month terms, and automatically renew for 12 month terms following the expiration of the initial product term. The Library may cancel a L&M or Subscription Product only by notifying Innovative in writing of its intention not to renew at least ninety (90) days prior to the expiration of the current term. Payment for L&M or Subscription Renewal periods are prepaid, and must be received by Innovative at least thirty (30) days in advance of the new renewal period. Payment for any pro-rated portion of a L&M or Subscription Renewal period is due to Innovative within thirty (30) days of the date of receipt of an invoice from Innovative for the pro-rated term. Pricing for all L&M or Subscription Renewals are subject to increase by Innovative.
10. If delivery or installation of any products or services to the Library under this quotation is postponed at the Library's request until a date more than six (6) months after the Effective Date, the Library will be invoiced the full amount of the purchase order on the date six (6) months after the Effective Date, in advance of delivery or installation of any products or services under this quotation. Innovative also reserves the right to change or increase the pricing of products and services under this quotation under such circumstances.
11. If Library fails to pay Innovative any sums due under this quotation on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative. If Innovative discontinues any

services provided to Library as a result of such non-payment, and subsequently re-starts such services, Innovative also reserves the right to receive from Library a re-start penalty fee equal to thirty percent (30%) of the Overdue Amount, in addition to the Overdue Amount.

12. Innovative hereby disclaims any warranties, express or implied, with respect to the products and services described in this quotation, including warranties of non-infringement, merchantability or fitness for a particular purpose. Innovative shall not be liable for any indirect, incidental or consequential losses or damages related to this quotation. In no event will Innovative's aggregate cumulative liability for any claims arising out of or related to this quotation exceed the amounts then paid by the Library for the products and services described in this quotation.
13. Subject to Section 7 above, the terms and conditions of this quotation supersede any understandings, agreements or representations, express or implied, oral or written, between the Library and Innovative.
14. Innovative' delivery of products and services under this quotation are conditional upon the Library's credit worthiness, and Innovative reserves the right to require, before any contractual performance by Innovative, to require Library to put in place a letter of credit or other form of payment security, in order to secure payments due from Library.

For Innovative Interfaces

For the library

Portage District Library / MCLS

Attachment A



World Headquarters
5850 Shellmound Way
Emeryville, CA 94608
+1.510.655.6200

Attachment B

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

THIS FOURTH AMENDED AGREEMENT is made between Innovative Interfaces, Inc. who has purchased GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, (herein after now referred to as "Contractor"), and Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, 401 Jackson, Richmond, Texas 77469 (hereinafter referred to as "COUNTY.")

WITNESSETH:

WHEREAS, Polaris and County entered in an Agreement dated February 22, 2011, (hereinafter referred to as "Agreement"), a First Amendment dated October 2, 2012, (hereinafter referred to as "First Amendment"); a Second Amendment dated November 26, 2013, (hereinafter referred to as "Second Amendment") and a Third Amendment dated November 17, 2014, (hereinafter referred to as "Third Amendment") 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, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Polaris is hereby amended as follows:

- A. Innovative Interfaces, Inc. shall now be referred to as Contractor and assume all obligations previously held by Polaris with regard to the Agreement and all Amendments to date.
- B. An additional amount not-to-exceed \$1650.00 shall be available for additional services and/or products provided by Polaris in connection with the System as described in Exhibit A (4th amendment).
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. The Services in Exhibit A shall only automatically renew for the same or lower price as listed thereon. Any renewal that increases the cost to County must be executed in a written agreement signed by the Parties.
- E. County may terminate this Agreement at any time upon thirty (30) days written notice.
- F. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
- G. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- H. If there is a conflict between this Fourth Amendment and any prior executed document, the provisions of this Fourth Amendment shall prevail.

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: [Signature]
Robert E. Hebert, County Judge

ACCEPTED FOR INNOVATIVE INTERFACES, INC.

By: [Signature]
Diana L. Curry, CFD
Printed Name and Title

Date: 4-21-2015

Date: 4/21/15

ATTEST:
[Signature]
Laura Richard, County Clerk



Approved:
[Signature]
Clara J. Russell
Fort Bend County Library Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1050.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Edward Sturdivant, County Auditor

MTR: 1/2015Agreements/Purchasing 04.14.2015

**Exhibit A (4th amendment)
Price Quotation**



World Headquarters
5850 Shellmound Way
Emeryville, CA 94608
+1.510.655.6200

CONFIDENTIAL PRICE QUOTATION FOR
FORT BEND COUNTY LIBRARY
March 26, 2015

<i>Product Number</i>	<i>Product Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Amount</i>
PSW-INH-STAFF-CAL	Polaris Staff Client License	License	1	\$750

TOTAL: \$750

License/Maintenance: Increment to annual maintenance upon next annual Polaris maintenance renewal following installation: \$135.00.

Product/Service Description

One license is required for each workstation. The price of the license includes remote installation assistance by Innovative support staff as needed. Customer will also need a Windows Server 2012 Client Access License for each workstation on which a Polaris staff client license is installed. These are available from Innovative for \$8/license or the library can supply. They are not included in this quote.

Terms & Conditions

1. This quotation is valid for 90 calendar days.
2. Taxes are not included in the quoted prices but, if applicable, may be charged by Polaris at point of invoicing.
3. All prices are in US Dollars.
4. Payment terms are net thirty (30) calendar days from the invoice date.
5. This quotation is confidential between Customer and Polaris.
6. All products and services to be provided are subject to the terms and conditions of this quotation and the software license agreement, software maintenance or support agreement or other applicable agreement between the Customer and Polaris. In the case of a conflict between the terms and conditions of this quotation and the terms and conditions of any other applicable agreement between the Customer and Polaris, the terms and conditions of the other applicable agreement shall prevail.
7. A charge of 3.5% of the total order will be added for all credit card orders/payments over \$2,000.
8. The term of any license, subscription, or software maintenance will automatically renew for 12 month terms at the end of the Committed Term set forth above or any subsequent renewal term, unless the Customer notifies Polaris in writing of its intention not to renew at least ninety (90) calendar days prior to the expiration of the committed or any renewal term. Subscription fees, software maintenance, or support fees will remain at the rates quoted above during the Committed Term. All subsequent renewals will be subject to change. The Customer may cancel or change its right or license to use any products, software or services to be provided by Polaris pursuant to this quotation only upon the end of Committed Term or end of any renewal term and only if the Customer provides written notice to Polaris at least ninety (90) calendar days prior to such date.
9. Polaris's Professional Services department will contact the customer's library coordinator within two (2) weeks after receipt of the customer's purchase order to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will typically be scheduled to commence within forty-five (45) calendar days after receipt of the customer's purchase order. The customer should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement. Delivery times may differ for products not currently in general release.
10. If commencement of service delivery or product installation is postponed at the customer's request until a date more than six (6) months after receipt of the customer's purchase order, the customer will be invoiced the full amount of the purchase order on the date six (6) months after the purchase order date, in advance of service delivery or product installation. In addition, if a project completion/go-live date originally agreed

with a customer is postponed by more than six (6) months at the customer's request, the pricing for the applicable products or services may be adjusted at Polaris's discretion to match pricing in effect at that time. The customer will be notified in advance of a pricing adjustment.

The above terms, conditions and quotations are subject to the approval of Innovative Interfaces, Inc. Contract Administration department.

Regards,



Sales Rep Signature
Dennis J. Carter
Customer Sales Consultant
Date: March 5, 2015



Customer signature

Customer Name
Customer Title
Date:

CONFIDENTIAL PRICE QUOTATION FOR
FORT BEND COUNTY LIBRARIES
March 27, 2015

<i>Product Number</i>	<i>Product Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Amount</i>
PSW-INH-SIP2-CAL	SIP2 License	License	2	\$900

TOTAL: \$900

License/Maintenance: Increment to annual maintenance upon next annual Polaris maintenance renewal following installation: \$180

Promotional Terms

Above pricing includes 10% PUG member discount.

Product/Service Description

Polaris SIP2 Client Access License.

Terms & Conditions

1. This quotation is valid for 90 calendar days.
2. Taxes are not included in the quoted prices but, if applicable, may be charged by Polaris at point of invoicing.
3. All prices are in US Dollars.
4. Payment terms are net thirty (30) calendar days from the invoice date.
5. This quotation is confidential between Customer and Polaris.
6. All products and services to be provided are subject to the terms and conditions of this quotation and the software license agreement, software maintenance or support agreement or other applicable agreement between the Customer and Polaris. In the case of a conflict between the terms and conditions of this quotation and the terms and conditions of any other applicable agreement between the Customer and Polaris, the terms and conditions of the other applicable agreement shall prevail.
7. A charge of 3.5% of the total order will be added for all credit card orders/payments over \$2,000.
8. The term of any license, subscription, or software maintenance will automatically renew for 12 month terms at the end of the Committed Term set forth above or any subsequent renewal term, unless the Customer notifies Polaris in writing of its intention not to renew at least ninety (90) calendar days prior to the expiration of the committed or any renewal term. Subscription fees, software maintenance, or support fees will remain at the rates quoted above during the Committed Term. All subsequent renewals will be subject to change. The Customer may cancel or change its right or license to use any products, software or services to be provided by Polaris pursuant to this quotation only upon the end of Committed Term or end of any renewal term and only if the Customer provides written notice to Polaris at least ninety (90) calendar days prior to such date.
9. Polaris's Professional Services department will contact the customer's library coordinator within two (2) weeks after receipt of the customer's purchase order to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will typically be scheduled to commence within forty-five (45) calendar days after receipt of the customer's purchase order. The customer should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement. Delivery times may differ for products not currently in general release.
10. If commencement of service delivery or product installation is postponed at the customer's request until a date more than six (6) months after receipt of the customer's purchase order, the customer will be invoiced the full amount of the purchase order on the date six (6) months after the purchase order date, in advance

of service delivery or product installation. In addition, if a project completion/go-live date originally agreed with a customer is postponed by more than six (6) months at the customer's request, the pricing for the applicable products or services may be adjusted at Polaris's discretion to match pricing in effect at that time. The customer will be notified in advance of a pricing adjustment.

The above terms, conditions and quotations are subject to the approval of Innovative Interfaces, Inc. Contract Administration department.

Regards,



Sales Rep Signature
Dennis J. Carter
Customer Sales Consultant
Date: March 27, 2015



Customer signature

Customer Name
Customer Title
Date:

POLARIS

POLARIS[®]

Integrated Library System

THIRD AMENDED CONTRACT

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

original returned to Norma @ Purchasing

11/24/14

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

POLARIS

THIS THIRD AMENDED 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 and County entered in an Agreement dated February 22, 2011, (hereinafter referred to as "Agreement"), a First Amendment dated October 2, 2012, (hereinafter referred to as "First Amendment") and a Second Amendment dated November 26, 2013, (hereinafter referred to as "Second Amendment") 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, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Polaris is hereby amended as follows:

- A. An additional amount not-to-exceed \$95,920.52 shall be available for additional services and/or products provided by Polaris in connection with the System as described in Exhibit A.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Third Amendment and the Agreement, First Amendment or Second Amendment, the provisions of this Third Amendment shall prevail.

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: 11-17-2014

Approved by Commissioners Court 11-4-2014

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

Approved:

Clara Y. Russell
Clara Russell, Library Director

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: J. H. Hume

Title: CEO

Date: 10/20/14

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: Carol Proctor

Title: Manager, Contracts and Proposals

Date: 10/28/14



POLARIS

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 95,920.52 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

POLARIS

Exhibit A

September 18, 2014

Jill Sumpter
Fort Bend County Libraries
1001 OoiView Dr
Richmond, TX 77469

POLARIS
LIBRARY SYSTEMS

This is not an invoice

REI Customer Maintenance Record Renewal Notice

In accordance with the contractual terms of the license agreement between GIS Information Systems, Inc. and Polaris Library Systems (Polaris), this Renewal Notice (CMR) is a summary of your software, hardware and third-party subscription and annual maintenance scheduled to renew.

Should the Library wish to make any changes to items below you must notify us in writing ninety (90) days; in advance of the first date of the maintenance coverage period indicated below. An invoice in the amount of the total maintenance will be automatically generated thirty (30) days; in advance of the first date of the maintenance coverage period.

Maintenance Renewal Period: U/01/14 - 11/30/15

Polaris Database Synchron Service Qty 1

Polaris Services Total:

\$441.00

Integration License (SelfCheck) Qty 30

Polaris Community Profiles (includes Feature) Qty 1

Polaris e-Commerce (Staff) Qty 211

Polaris iD! (Up to 3 Vendors- Vendor Limit) Qty 3

Polaris Express Qty 1

Polaris Mobile iAC Qty 1

Polaris Power iAC (Unlimited) Qty 1

Polaris PowerPAC Children's Edition (No maintenance charge) Qty 1

Polaris Server Software Qty 1

Polaris SimplyReports Qty 10

Polaris Staff Client Qty 10

Polaris Staff Client Qty 287

Polaris Telephone Services (Outbound) Qty 1

Polaris Telephone Services Qty 4

Polaris Telephone Services (Inbound) Qty 1

Polaris URL Detective Qty 1

Polaris e-Commerce (iAC) Qty 1

Polaris FoW PAC Multilingual Version (Spanish) Qty 1

Integration License (NCIP Integration with OCLC Navigator) Qty 1

Polaris Software Total:

\$83,765.41

Third Party Software

Syndetic Solutions (fobep) Qty 1

Third Party Software Total:

\$17,141.13

Total for Maintenance Renewal Period: 12/01/14 • 11/30/15

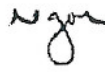
\$95,920.S2

Product Help & Support request (phone call or email) to Polaris for any product or service not covered under maintenance will incur a \$200.00 hourly fee (minimum one (1) hour) for Polaris support personnel's time and effort only. Additional costs may be incurred for replacement parts, third party repairs, shipping, installation and other.

Please do not hesitate to contact me with regards to this Customer Maintenance Record or if you have any questions or concerns about your machine.

Sincerely,


Donna McGregor


Customer Maintenance
Operations
Polaris Library Systems
1-800-272-3414, extension 4527
donna.mcgregor@polarislibrary.com

POLARIS[®]

Integrated Library System

SECOND AMENDED CONTRACT

**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>**

POLARIS

THIS SECOND AMENDED 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 and County entered in an Agreement dated February 22, 2011, (hereinafter referred to as "Agreement") and a First Amendment dated October 2, 2012, (hereinafter referred to as "First Amendment") 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, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Polaris is hereby amended as follows:

- A. An additional amount not-to-exceed \$97,033.65 shall be available for additional services and/or products provided by Polaris in connection with the System as described in Exhibit A.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.

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: 11-26-13

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: *William Schaff*

Title: President, Polaris Library Systems.

Date: 11-5-13

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

Approved:

Clara Russell

Clara Russell, Library Director

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: *J. Cameron*


Title: Manager, Contracts and Proposals

Date: 11/5/13



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 97,033.65 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

POLARIS

Exhibit A

September 26, 2013

Jill Sumpter
Fort Bend County Libraries
1001 Golfview Dr
Richmond, TX 77469

POLARIS
LIBRARY SYSTEMS

*****REVISED*****

Removed iTiva Talking Tech

RE: Customer Maintenance Record Renewal Notice

In accordance with the contractual terms of the agreement between GIS Information Systems, Inc. dba Polaris Library Systems (Polaris) and your Library this Customer Maintenance Record (CMR) is a summary of your software, hardware and third-party subscription annual maintenance scheduled to renew.

Should the Library wish to make any changes to items below you must notify us in writing ninety (90) days in advance the of the first date of the maintenance coverage period indicated below. An invoice in the amount of the total maintenance will be automatically generated thirty (30) days in advance of the first date of the maintenance coverage period.

Maintenance Renewal Period: 11/15/13 - 11/14/14

Polaris Services Includes:

Polaris Database Synch Service - Qty 1

Polaris Services Total:

\$420.00

Polaris Software Includes:

Integration License (SelfCheck) - Qty 30

Polaris Community Profiles (Includes FeatureIt) - Qty 1

Polaris e-Commerce (Staff) - Qty 20

Polaris EDI (Up to 3 Vendors - Vendor Limit) - Qty 3

Polaris Export Express - Qty 1

Polaris Mobile PAC - Qty 1

Polaris PowerPAC (Unlimited) - Qty 1

Polaris PowerPAC Children's Edition (No maint charge) - Qty 1

Polaris Server Software - Qty 1

Polaris SimplyReports - Qty 10

Polaris Staff Client - Qty 10

Polaris Staff Client - Qty 287

Polaris Telephone Services (Outbound) - Qty 1

Polaris Telephone Services - Qty 4

Polaris Telephone Services (Inbound) - Qty 1

Polaris URL Detective - Qty 1

Polaris e-Commerce (PAC) - Qty 1

Polaris Software Total:

\$76,240.80

Third Party Software Includes:

Synderic Solutions (fobep) - Qty 1

Third Party Software Total:

\$11,372.85

POLARIS

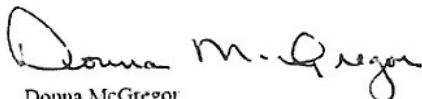
Total for Maintenance Renewal Period: 11/15/13 - 11/14/14

\$88,033.65

Product Help & Support requests (phone call or email) to Polaris for any product or service not covered under maintenance will incur a \$200.00 hourly fee (minimum one (1) hour) for Polaris support personnel's time and effort only. Additional costs may be incurred for replacement parts, third party repairs, shipping, insurance and other.

Please do not hesitate to contact me with changes to this Customer Maintenance Record or if you have any questions or concerns about your renewal.

Sincerely,



Donna McGregor
Customer Maintenance Operations
Polaris Library Systems
1-800-272-3414, Extension 4527
donna.mcgregor@polarislibrary.com

POLARIS

POLARIS
LIBRARY SYSTEMS

PO Box 4903
Syracuse, NY
13221-4903
Phone: 800.272.3414
Fax: 315.457.5883
www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
9/11/2013	2013-1094	12/20/2013

Quotation

**This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address		Ship To	
Fort Bend Co. Libraries Attn: Jill Sumpter 1001 Golfview Drive Richmond TX 77469		George Memorial Library Attn: Mary Miller 1001 Golfview Drive Richmond, TX 77469 281-341-2630	
Description	Qty	Cost	Total
NCIP Integration with OCLC Navigator is a standardized suite of messages designed to allow the Polaris ILS to exchange data in support of lending and circulating material among libraries using the OCLC Navigator resource sharing system. Annual subscription: \$2500/year Custom Services Set-up & Configuration Fee - NCIP for Navigator	1	2,500.00	2,500.00
Per contract between Polaris Library Systems and Fort Bend County, Texas, signed February 22, 2011, the above described services are additions to the system purchased under the contract.	1	1,000.00	1,000.00
For additional information contact Mike Smego		Subtotal \$3,500.00	
mike.smego@polarislibrary.com 800-272-3414 x4610		Sales Tax (0.0%) \$0.00	
Approval Signature:		Total \$3,500.00	
Print Name/Title			
Date:	Purchase Order #:		

**Please fax
approved orders to
315.457.5883**

POLARIS

POLARIS LIBRARY SYSTEMS

PO Box 4903
Syracuse, NY
13221-4903
Phone: 800.272.3414
Fax: 315.457.5883
www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
11/4/2013	2013-0289	11/15/2013

Quotation

**This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address		Ship To	
Fort Bend Co. Libraries Attn: Jill Sumpter 1001 Golfview Drive Richmond TX 77469		George Memorial Library Attn: Mary Miller 1001 Golfview Drive Richmond, TX 77469 281-341-2630	
Description	Qty	Cost	Total
<p>Polaris Powerpac: Mexican Spanish (Circ appr. 2.4M) Price: \$5000 - 15% PUG Special Year End Discount* = \$4250 *Customer orders must be received by Nov. 15, 2013. Polaris and customer must, by Dec. 27, 2013, have scheduled a mutually agreeable delivery/installation date in near future. Annual Maintenance \$1,250/year prorated and billed upon installation; not included in this quote.</p> <p>Description: With just a click of the mouse, patrons or staff can change the display of the PowerPAC to their language of choice. The easy-to-understand interface allows patrons to view a fully translated version in the language with which they are most comfortable. All screens are translated into the chosen language, including menus, buttons, tool tips, title bars and the messages that are defined in System Administration. Multilingual e-mail notices are free of charge for customers who have purchased and are paying maintenance for the same language in Polaris PowerPAC Multilingual version. Thank you!</p>	1	4,250.00	4,250.00
For additional information contact John Lytle		Subtotal \$4,250.00	
john.lytle@polarislibrary.com 800-272-3414 x 4538		Sales Tax (0.0%) \$0.00	
Approval Signature:		Total \$4,250.00	
Print Name/Title			
Date:	Purchase Order #:		

Please fax
approved orders to
315.457.5883

POLARIS[®]

Integrated Library System

FIRST AMENDED CONTRACT

February 7, 2012

**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>**

POLARIS

THIS FIRST AMENDED 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 and County entered in an Agreement dated February 22, 2011, (hereinafter referred to as "Agreement") 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, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Polaris is hereby amended as follows:

- A. An additional amount not-to-exceed \$25,230.00 shall be available for additional services provided by Polaris in connection with the System as described in Exhibit A.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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, County Judge

Approved by Commissioner's Court 2-7-2012

Date: 10-2-2012

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: _____

Title: President, Polaris Library Systems.

Date: 8-6-12

ATTEST:

Dianne Wilson, County Clerk

Approved:

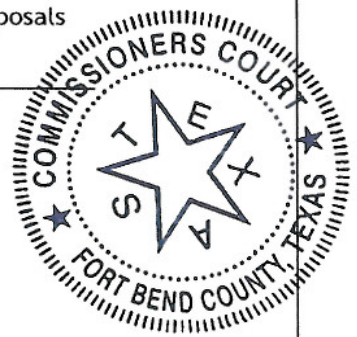
Clara Russell, Library Director

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: _____

Title: Manager, Contracts and Proposals

Date: 8/6/12



POLARIS

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$25,230.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

POLARIS

Exhibit A

POLARIS

PO Box 4903
Syracuse, NY
13221-4903
Phone: 800.272.3414
Fax: 315.457.5883
www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
1/30/2012	2011-0435	2/29/2012

Contract Addendum

**This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter		Ship To Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter	
Description	Qty	Cost	Total
Phone Notification Software - Outbound - 10% PUG discount plus 10% PUG conference promotional discount applied - List price \$ 5,000 Annual maintenance \$750/yr - billed at time of installation	1	4,000.00	4,000.00
Phone Notification Software - Inbound 10% PUG discount plus 10% PUG conference promotional discount applied - List price \$ 5,000 Annual maintenance \$750/yr - billed at time of installation	1	4,000.00	4,000.00
Polaris Telephone Notification Client Access License 10% PUG discount plus 10% PUG conference promotional discount applied - List price \$ 500 Annual maintenance \$75/yr per license - billed at time of installation	4	400.00	1,600.00
Actual shipping charges will be added to invoice. All quotes are valid for 30 days. FOB Shipping Point.		Subtotal	
Quotation Submitted by: Vince Messina		Sales Tax (0.0%)	
For additional information contact Vince Messina vince.messina@polarislibrary.com, 800.272.3414x4528		Total	
Approval Signature:		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Please fax approved orders to 315.457.5883 </div>	
Date:	Purchase Order #:		

POLARIS

POLARIS LIBRARY SYSTEMS

PO Box 4903
 Syracuse, NY
 13221-4903
 Phone: 800 272 3414
 Fax: 315 457 5883
 www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
1/30/2012	2011-0435	2/29/2012

Contract Addendum

This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE

Name / Address		Ship To	
Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter		Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter	
Description	Qty	Cost	Total
Polaris Telephone Services - Multilingual Upgrade (Fee is 'per language') 10% PUG discount plus 10% PUG conference promotional discount applied - List price \$ 3,000 Annual maintenance \$75 yr per license - billed at time of installation languages available French French Canadian Spanish Indian English UK English German	1	2,400.00	2,400.00
AT&T Natural Voices Server- Windows Port License Multilingual (Enter actual languages purchased here)- Note: 1 license is required for each dialogic port used for every language	4	250.00	1,000.00
Actual shipping charges will be added to invoice. All quotes are valid for 30 days. FOB Shipping Point.		Subtotal	
Quotation Submitted by: Vince Messina		Sales Tax (0.0%)	
For additional information contact Vince Messina vince.messina@polarislibrary.com 800 272 3414x4528		Total	
Approval Signature:		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Please fax approved orders to 315.457.5883 </div>	
Date:	Purchase Order #:		

POLARIS

PO Box 4903
Syracuse, NY
13221-4903
Phone: 800.272.3414
Fax: 315.457.5883
www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
1/30/2012	2011-0435	2/29/2012

Contract Addendum

**This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address		Ship To	
Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter		Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter	
Description	Qty	Cost	Total
Dell PowerEdge R210 Intel Xeon 3.2GHz CPU 8GB memory Rackmount, Dell Rapid Rails No Floppy, No Monitor, No Keyboard, No Mouse DVD-ROM drive S100 RAID Controller Ethernet NIC (2) 500GB 7.2K rpm SATA disk (System RAID 1) 5 Year NBD On-Site Response 24x7	1	2,697.00	2,697.00
Datalogic D4PCU4SEQ - 4-port express board	1	870.00	870.00
Windows 2008 R2 Server license	1	117.00	117.00
Actual shipping charges will be added to invoice. All quotes are valid for 30 days. FOB Shipping Point.		Subtotal	
Quotation Submitted by: Vince Messina		Sales Tax (0.0%)	
For additional information contact: Vince Messina vince.messina@polarislibrary.com, 800.272.3414x4528		Total	
Approval Signature:			
Date:		Purchase Order #:	

**Please fax
approved orders to
315.457.5883**

POLARIS

PO Box 4903
 Syracuse, NY
 13221-4903
 Phone: 800.272.3414
 Fax: 315.457.5883
 www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
1/30/2012	2011-0435	2/29/2012

Contract Addendum

This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE

Name / Address		Ship To	
Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter		Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter	
Description	Qty	Cost	Total
Pre-installation of Operating System - may only be purchased with remote staging. Included in price: Servers will be delivered to the Polaris offices to: •Unpack, inspect and repack servers •Load Operating System •Load windows & critical updates •Configure server for remote access •Pre-integrate servers to customer network of IP Addresses are provided by customer •Disk configuration setup (RAID) Customer Responsibility: •Integrate server into network •Provide Polaris with remote access •Must have a person available to interchange CDs •Install Dialogic Card (for telephone servers only) •Provide local administrative rights to Polaris •Load Anti-virus software (Customer Provided)	1	200.00	200.00
Actual shipping charges will be added to invoice. All quotes are valid for 30 days. FOB Shipping Point.		Subtotal	
Quotation Submitted by: Vince Messina		Sales Tax (0.0%)	
For additional information contact: Vince Messina vince.messina@polarislibrary.com, 800.272.3414x4528		Total	
Approval Signature:			
Date:		Purchase Order #:	

Please fax
 approved orders to
 315.457.5883

POLARIS

1001 Golfview Drive

PO Box 4903

Syracuse, NY

13221-4903

Phone: 800.272.3414

Fax: 315.457.5883

www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
1/30/2012	2011-0435	2/29/2012

Contract Addendum

**This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE**

Name / Address		Ship To	
Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter		Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter	
Description	Qty	Cost	Total
Remote Telephone Server Staging - Included in price: *Load 3rd party software including: Polaris (upgrade), Polaris Windows Components, dialogic software *Migrate telephony files Customer Responsibility: *Integrate server into network *Provide Polaris with remote access *Must have a person available to interchange CDs *Provide local administrative rights to Polaris *Load Anti-virus software (Customer Provided)	1	300.00	300.00
Actual shipping charges will be added to invoice. All quotes are valid for 30 days. FOB Shipping Point.		Subtotal	\$17,184.00
Quotation Submitted by: Vince Messina		Sales Tax (0.0%)	\$0.00
For additional information contact: Vince Messina vince.messina@polarislibrary.com, 800.272.3414x4528		Total	\$17,184.00
Approval Signature:		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Please fax approved orders to 315.457.5883 </div>	
Date:	Purchase Order #:		

POLARIS

PO Box 4903
Syracuse, NY
13221-4903
Phone: 800.272.3414
Fax: 315.457.5883
www.polarislibrary.com

Date	Quotation #	Quotation Expiration Date
1/20/2012	2012-0059	2/19/2012

Contract Addendum

This is not an invoice
PLEASE DO NOT PAY FROM THIS QUOTE

Name / Address		Ship To	
Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter		Fort Bend Co. Libraries 1001 Golfview Drive Richmond, TX 77469 Jill Sumpter	
Description	Qty	Cost	Total
Syndetics Solutions Subscription for the period of 10-1-11 - 9-30-12	1	\$8,046.00	\$8,046.00
Actual shipping charges will be added to invoice. All quotes are valid for 30 days. FOB Shipping Point.		Subtotal \$8,046.00	
Quotation Submitted by: Vince Messina		Sales Tax (0.0%) \$0.00	
For additional information contact: Vince Messina vince.messina@polarislibrary.com, 800.272.3414x4528		Total \$8,046.00	
Approval Signature:		<div style="border: 1px solid black; padding: 5px; text-align: center;"> Please fax approved orders to 315.457.5883 </div>	
Date:	Purchase Order #:		

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>**

POLARIS

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

POLARIS

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

POLARIS

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.

POLARIS

- 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

POLARIS

- 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

POLARIS

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.

POLARIS

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;

POLARIS

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

POLARIS

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

POLARIS

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.

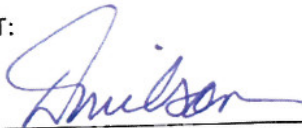
ACCEPTED FOR THE COUNTY
FORT BEND COUNTY, TEXAS

By: 

Robert E. Hebert, County Judge

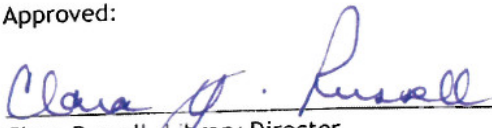
Date: 2-22-2011

ATTEST:



Dianne Wilson, County Clerk

Approved:


Clara Russell, Library Director

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By: 

Title: President, Polaris Library Systems.

Date: 2-1-11

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: 

Title: Manager, Contracts and Proposals

Date: 2/1/11

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, County Auditor



POLARIS

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

POLARIS

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

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.

POLARIS

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.

POLARIS

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.

POLARIS

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. <u>COUNTY will be responsible for all travel expenses.</u>	

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

POLARIS

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)

POLARIS

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

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

POLARIS

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.

POLARIS

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
--	-----------------

POLARIS

Schedule F Payment Schedule

<u>System Costs</u>	<u>Purchase Price</u>
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

POLARIS

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.....

POLARIS

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
----	-------------------

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

POLARIS

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)
---	--

POLARIS

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)

POLARIS

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

POLARIS

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

POLARIS

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 <u>Approved Vendors:</u> <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

POLARIS

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	Total	Annual Maintenance
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

POLARIS

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

POLARIS

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

POLARIS

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

POLARIS

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)*

	Annual Fee
Authority Only	
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

	Annual Fee
Bibliographic Only	
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

	Annual Fee
Audio/Visual Only	
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:	Initial Cost	Annual Cost
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

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>

POLARIS

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

POLARIS

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

POLARIS

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.

POLARIS

- 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

POLARIS

- 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

POLARIS

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.

POLARIS

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;

POLARIS

- 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.

POLARIS

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

POLARIS

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

POLARIS

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, County Judge

Date: 2-22-2011

ATTEST:

Dianne Wilson, County Clerk

Approved:

Clara Russell, Library Director

ACCEPTED FOR POLARIS LIBRARY SYSTEMS.

By:

Title: President, Polaris Library Systems.

Date: 2-1-11

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By:

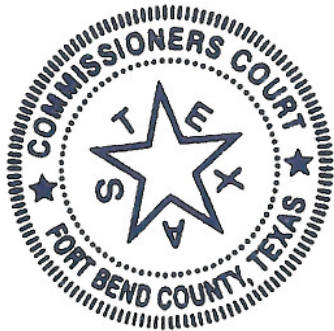
Title: Manager, Contracts and Proposals

Date: 2/1/11

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, County Auditor



POLARIS

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

POLARIS

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
---------------------------------	-----------------

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.

POLARIS

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.

POLARIS

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.

POLARIS

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. <u>COUNTY will be responsible for all travel expenses.</u>	

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

POLARIS

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)

POLARIS

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

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

POLARIS

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.

POLARIS

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
--	-----------------

POLARIS

Schedule F Payment Schedule

<u>System Costs</u>	<u>Purchase Price</u>
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

POLARIS

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.....

POLARIS

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
----	-------------------

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

POLARIS

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)
---	--

POLARIS

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)

POLARIS

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

POLARIS

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

POLARIS

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	\$1,000 each	\$250 each
<u>Approved Vendors:</u> <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 		

POLARIS

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	Total	Annual Maintenance
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

POLARIS

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

POLARIS

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

POLARIS

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

POLARIS

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)*

	Annual Fee
Authority Only	
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

	Annual Fee
Bibliographic Only	
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

	Annual Fee
Audio/Visual Only	
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:	Initial Cost	Annual Cost
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

Exhibit B

CONFIDENTIAL PRICE QUOTATION FOR

FORT BEND COUNTY LIBRARIES

(the "Library") March 21, 2016 (the "Quote Date")

<i>Product Number</i>	<i>Product Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Amount</i>
PSW-INH-SIP2-CAL	SIP2 License	License	4	\$2,000

TOTAL CONTRACT AMOUNT: \$2,000

YEAR 1 CONTRACT VALUE: \$2,000

License/Maintenance: Increment to annual maintenance upon next annual Millennium/Sierra/Polaris maintenance renewal following installation: \$360.

Product/Service Description

Polaris SIP2 Client Access License.

Legal Terms & Conditions

Add-On Products ("Add-On Products"): all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. Library is hereby granted a limited, non-exclusive, non-transferable and non-sublicensable license to use the Add-On Products described in this quotation for library information systems operations. No other license, express or implied, is granted hereunder. This license shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

Third Party Software/Hardware: For product and services purchases which include Innovative providing third-party software or hardware products, payment terms for such software or hardware shall be the Product & Services Payment Terms above (as applicable), but Innovative reserves the right to require up to 100% of the cost of such products and services to be paid as of the Effective Date.

1. The terms and conditions of this quotation constitute an offer by Innovative Interfaces Incorporated to sell products and services to the Library, and if accepted by the Library, constitute a legally-binding obligation by the Library to purchase such products and services. Acceptance of this quotation by the Library may be completed by Library's signature of this quotation as provided below; issuance of a purchase order; or any form of acceptance otherwise recognized by applicable law. The terms and conditions of this quotation are valid for 90 days, and if not accepted by the Library within said time period, shall be deemed automatically revoked.
2. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.
3. This quotation is confidential between Library and Innovative.
4. A charge of 3.5% of the total order will be added for all credit card orders/payments over \$2000.
5. The terms and conditions of this quotation may be rejected, modified or superseded only by a written agreement mutually signed specifying the rejection, modification or supersession of the terms and conditions.
6. Payment for a Subscription New Installation Product constitutes pre-payment for subscription for the 12 months following the Effective Date.
7. L&M or Subscription Products automatically renew for 12 month terms following the expiration of the initial product term. The Library may cancel a L&M or Subscription Product only by notifying Innovative in writing of its intention not to renew at least ninety (90) days prior to the expiration of the current term. Payment for L&M or Subscription Renewal periods are prepaid, and must be received by Innovative at least thirty (30) days in advance of the new renewal period. Payment for any pro-rated portion of a L&M or Subscription Renewal period is due to Innovative within thirty (30) days of the date of receipt of an invoice from Innovative for the pro-rated term. Pricing for all L&M or Subscription Renewals are subject to increase by Innovative.

8. If delivery or installation of any products or services to the Library under this quotation is postponed at the Library's request until a date more than six (6) months after the Effective Date, the Library will be invoiced the full amount of the purchase order on the date six (6) months after the Effective Date, in advance of delivery or installation of any products or services under this quotation. Innovative also reserves the right to change or increase the pricing of products and services under this quotation under such circumstances
9. If Library fails to pay Innovative any sums due under this quotation on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative
10. Innovative's Professional Services department will contact the Library's library coordinator within two (2) weeks after receipt of the Library's purchase order to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will usually be scheduled to commence within forty-five (45) days after receipt of the Library's purchase order. The Library should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement.
11. The above terms, conditions and quotations are subject to the approval of Innovative Interfaces, Inc. Contract Administration department.



Sales Rep Signature
Dennis J. Carter
Business Director
Date: March 21, 2016



Customer signature

Library Name
Library Title
Date:

Exhibit C

CONFIDENTIAL PRICE QUOTATION FOR

FORT BEND COUNTY LIBRARIES

(the "Library") May 26, 2016 (the "Quote Date")

<i>Product Number</i>	<i>Product Name</i>	<i>Type</i>	<i>Quantity</i>	<i>Amount</i>
PSW3-3M-FEE-SUB	Polaris Integrated eBook with 3M Cloud Library (Discount for opening day e-book commitment)	Subscription Year 1	1	\$0.00
PSW3-3M-FEE-SUB	Polaris Integrated eBook with 3M Cloud Library	Subscription Year 2	1	\$6,250
PSW3-3M-FEE-SUB	Polaris Integrated eBook with 3M Cloud Library	Subscription Year 3	1	\$6,469
PSW-INH-SIP2-CAL	SIP2 License	License	1	\$500
PSW-INH-APISITE	Polaris API Site License	License	1	\$7,500
PSW3-3M-SETUP	Training and Setup	Services	1	\$2,500

TOTAL CONTRACT AMOUNT: \$23,219

YEAR 1 CONTRACT VALUE: \$10,500

CURRENCY: USD

Subscriptions: Subscription price above based on 3 year commitment (Start date: TBD/ End date: TBD).
Subscription fees to be invoiced annually, starting upon date of installation.

License/Maintenance: Increment to annual maintenance upon next annual Millennium/Sierra/Polaris maintenance renewal following installation: \$90 for SIP2 license, \$1,500 for API; \$1,590 total.

Promotional Terms

- E-book Commitment for opening day collection priced at \$25,000; purchased from 3M. Above pricing includes discount in Year 1 subscription with purchase.
- Optional Discovery Terminals Regular Price per each - \$3,699. Fort Bend County Library Discovery Terminal Discount for 5 or more units - \$1,999.

Product/Service Description

3M Cloud Library

The 3M Cloud Library platform for eBooks for libraries is integrated with the Polaris PAC. The 3M service is available as an annual subscription and billed annually by Polaris. eBooks are ordered directly from, and billed directly by, 3M Cloud Library. Includes:

- Integration between Polaris ILS and 3M Cloud Library
- Administration Interface for Managing Cloud Library
- Authentication between your ILS and Cloud Library
- Access to Cloud Library Applications for your Community

Polaris API Site License

Using the Polaris API (application programming interface) you can create a custom solution based on the sound, stable core functionality of the Polaris ILS and the library's Polaris database. Through the Polaris API Web service,

the delivery/installation process and schedule. Service delivery or product installation will usually be scheduled to commence within forty-five (45) days after receipt of the Library's purchase order. The Library should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement.

11. The above terms, conditions and quotations are subject to the approval of Innovative Interfaces, Inc. Contract Administration department.



Dennis J. Carter
Business Director

Date: May 26, 2016



Customer signature

Name:
Title:

Date:

nearly any device (tablet, smartphone, notebook, iMac workstation, Windows-based workstation, and so forth) can have *controlled* access to the appropriate ILS functions – circulation, PAC, and patron services. Documentation guides the library, the library's contracted custom developer, or a commercial developer with step-by-step procedures for accessing Polaris data and performing specific functions.

The Polaris Developer Network is a powerful tool available to Polaris API license holders, with a "sandbox" version available to any Polaris customer. The Network is intended to create a marketplace of ideas, provide a place to connect with peers and Polaris developers, foster development, and enable innovation. It offers API documentation, sandbox servers, test tools, sample code, and downloads, eliminating the need for a training server to test custom solutions that use the Polaris API. To see it in action, go to <http://developer.polarislibrary.com>

Product/Service Requirements

Requires the Polaris API Site License, and Polaris V4.1.760 or higher.

Legal Terms & Conditions

Add-On Products ("Add-On Products"): all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. Library is hereby granted a limited, non-exclusive, non-transferable and non-sublicensable license to use the Add-On Products described in this quotation for library information systems operations. No other license, express or implied, is granted hereunder. This license shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

Third Party Software/Hardware: For product and services purchases which include Innovative providing third-party software or hardware products, payment terms for such software or hardware shall be the Product & Services Payment Terms above (as applicable), but Innovative reserves the right to require up to 100% of the cost of such products and services to be paid as of the Effective Date.

1. The terms and conditions of this quotation constitute an offer by either Innovative Interfaces Incorporated or Innovative Interfaces Global Limited (as checked above, "Innovative") to sell products and services to the Library, and if accepted by the Library, constitute a legally-binding obligation by the Library to purchase such products and services. Acceptance of this quotation by the Library may be completed by Library's signature of this quotation as provided below; issuance of a purchase order; or any form of acceptance otherwise recognized by applicable law. The terms and conditions of this quotation are valid for 90 days, and if not accepted by the Library within said time period, shall be deemed automatically revoked.
2. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.
3. This quotation is confidential between Library and Innovative.
4. A charge of 3.5% of the total order will be added for all credit card orders/payments over \$2000.
5. The terms and conditions of this quotation may be rejected, modified or superseded only by a written agreement mutually signed specifying the rejection, modification or supersession of the terms and conditions.
6. Payment for a Subscription New Installation Product constitutes pre-payment for subscription for the 12 months following the Effective Date.
7. L&M or Subscription Products automatically renew for 12 month terms following the expiration of the initial product term. The Library may cancel a L&M or Subscription Product only by notifying Innovative in writing of its intention not to renew at least ninety (90) days prior to the expiration of the current term. Payment for L&M or Subscription Renewal periods are prepaid, and must be received by Innovative at least thirty (30) days in advance of the new renewal period. Payment for any pro-rated portion of a L&M or Subscription Renewal period is due to Innovative within thirty (30) days of the date of receipt of an invoice from Innovative for the pro-rated term. Pricing for all L&M or Subscription Renewals are subject to increase by Innovative.
8. If delivery or installation of any products or services to the Library under this quotation is postponed at the Library's request until a date more than six (6) months after the Effective Date, the Library will be invoiced the full amount of the purchase order on the date six (6) months after the Effective Date, in advance of delivery or installation of any products or services under this quotation. Innovative also reserves the right to change or increase the pricing of products and services under this quotation under such circumstances.
9. If Library fails to pay Innovative any sums due under this quotation on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative.
10. Innovative's Professional Services department will contact the Library's library coordinator within two (2) weeks after receipt of the Library's purchase order to schedule delivery or to arrange a meeting to discuss

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-66761

Date Filed:
06/07/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Innovative Interfaces, Inc.
Emeryville, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24498
Sixth Amendment for 3M Cloud Library and Additional SIP2 Licenses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	N/A	N/A		

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

322

Signature of authorized agent of contracting business entity

RUSSELL BOLTWOOD

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

See attached California Notary document

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me

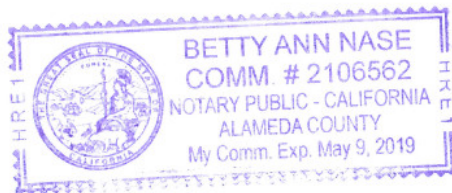
on this 7th day of June, 2016,
 by _____
 Date Month Year

(1) Russell Lewis Bottwood

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Betty Ann Nase
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Certificate of Interested Parties
 Title or Type of Document: Innovative & Fort Bend County Document Date: 6/7/2016
 Number of Pages: 1 Signer(s) Other Than Named Above: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-66761

Date Filed:
06/07/2016

Date Acknowledged:
06/14/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Innovative Interfaces, Inc.
Emeryville, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24498
Sixth Amendment for 3M Cloud Library and Additional SIP2 Licenses

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

POLARIS

- 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.

Exhibit B

QUOTE

This is not an invoice

FORT BEND CO. LIBRARIES

10/10/2016

Site Code: FORT1704

Annual Renewal Notice: Polaris Maintenance
Term: December 1, 2016 – November 30, 2017

Fort Bend County Libraries

Polaris Database Synch Service - Qty 1	\$479.26
Integration License (SelfCheck) - Qty 30	\$2,156.70
Polaris Community Profiles (Includes FeatureIt) - Qty 1	\$1,797.21
Polaris e-Commerce (Staff) - Qty 20	\$3,594.40
Polaris EDI (Up to 3 Vendors - Vendor Limit) - Qty 3	\$750.00
Polaris Export Express - Qty 1	\$359.44
Polaris Mobile PAC - Qty 1	\$1,797.21
Polaris PowerPAC (Unlimited) - Qty 1	\$0.00
Polaris PowerPAC Children's Edition - Qty 1	\$0.00
Polaris Server Software - Qty 1	\$72,482.79
Polaris SimplyReports - Qty 10	\$0.00
Polaris Staff Client - Qty 10	\$1,617.50
Polaris Staff Client - Qty 287	\$0.00
Polaris Telephone Services (Outbound) - Qty 1	\$898.61
Polaris Telephone Services - Qty 4	\$359.44
Polaris Telephone Services (Inbound) - Qty 1	\$898.61
Polaris URL Detective - Qty 1	\$179.72
Polaris e-Commerce (PAC) - Qty 1	\$0.00
Integration License (NCIP Integration with OCLC Navigator) - Qty 1	\$2,716.88
Integration License (SIP2) - Qty 2	\$186.30
Integration License (SIP2) - Qty 4	\$360.00
Polaris Staff Client - Qty 1	\$139.73
Polaris API - Qty 1	\$1,500.00
Syndetic Solutions (fobep) - Qty 1	\$12,427.42
Total for Renewal Period: 12/01/16 - 11/30/17	\$104,701.22
OverDrive Integration Renewal	\$1,280.81
Total for Renewal Period 03/01/17 - 11/30/17	\$1,280.81

3M Cloud Renewal	\$1,562.50
Total for Renewal Period: 09/01/17 - 11/30/17	\$1,562.50
Total for Term: 12/01/16 - 11/30/17	\$107,544.53

THIS INFORMATION IS CONFIDENTIAL BETWEEN FORT BEND CO. LIBRARIES
AND INNOVATIVE INTERFACES.

Notes:

1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

For any questions or general queries, please contact renewals@iii.com



Quote

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date 1/31/2017
Quote # EST-INC3501
Payment Terms Net 30
Overall Contract Term (Months) 12
Contract Start Date
Contract End Date
Sales Rep Dennis Carter
Expires 5/1/2017

Bill To

Mary Miller
George Memorial Library / Fort Bend
1001 Golfview Drive
Richmond TX 77469

Ship To

Mary Miller
George Memorial Library
Fort Bend Co. Libraries
1001 Golfview Drive
Richmond TX 77469

Currency US Dollar

Item	Qty	Description	Options	Unit Price	Amount
SIP2 Interface license	6	Additional SIP2 licenses		500.00	3,000.00
SIP2 Interface Maintenance	6	SIP2 Interface Maintenance		150.00	900.00

First Year Total US\$3,900.00

*

This quotation for products and services constitutes a firm offer by Innovative Interfaces Inc., Innovative Interfaces Global Limited, or their subsidiaries or affiliates, as applicable ("Innovative"), for the sale or license of products and services.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-156129

Date Filed:
01/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Innovative Interfaces Inc.
Emeryville, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Fort Bend

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7th Amendment with Innovative
GIS Information Systems - seventh Amendment with Innovative Software Maintenance - Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Please see attached
California Notary document

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me

on this 23rd day of January, 2017,
by Date Month Year(1) Hilary Newman

(and (2) _____),

*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Betty Ann Nase
Signature of Notary Public

Seal

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Certificate of Interested Parties
County of Fort Bend, Tx
Title or Type of Document: _____ Document Date: Jan 23, 2016
Number of Pages: 1 Signer(s) Other Than Named Above: _____