



AGENDA ITEM

October 9, 2018

TO: Honorable Mayor and
Members of the City Council

THRU: Rick Otto
City Manager

FROM: Dave Curtis *DC*
Library Services Director

Reviewed/Verified By:

City Manager *RO*
Finance Director *WK*

To Be Presented By:

<input checked="" type="checkbox"/> Cons Calendar	<input type="checkbox"/> City Mgr Rpts
<input type="checkbox"/> Council Reports	<input type="checkbox"/> Legal Affairs
<input type="checkbox"/> Boards/Cmtes	<input type="checkbox"/> Public Hrgs
<input type="checkbox"/> Admin Reports	<input type="checkbox"/> Plan/Environ

1. SUBJECT

Authorize the first amendment to Agreement 6270 with Bibliotheca for purchase of a replacement sorter and associated maintenance for the sorter and all Radio Frequency Identification (RFID) equipment for the Orange Public Library & History Center.

2. SUMMARY

This provides for upgrade and replacement of the existing Automated Materials Handling (AMH) sorter for Orange Public Library & History Center which has reached end-of-life. Purchasing the sorter from Bibliotheca, our current vendor ensures compatibility with the existing RFID self-service equipment, security gates, software, and the RFID tags that are affixed to every item in the collection.

3. RECOMMENDATION

1. Authorize sole source upgrade and purchase of a replacement AMH sorter from Bibliotheca for an amount not to exceed \$183,580 (plus tax), and;
2. Authorize renewal of annual maintenance service for all RFID equipment through FY 23/24, and;
3. Authorize Mayor and City Clerk to execute the First Amendment to Agreement (AGR) 6270 on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this amendment is \$216,165 and will be funded in RFID sorter Replacement (20267) through Library Facility Fees (573).

5. STRATEGIC PLAN GOAL(S)

4. Provide outstanding public service.
 - c. Enhance technology to improve public accessibility to information and services.

6. GENERAL PLAN IMPLEMENTATION

5.0 Meet the educational, cultural, civic, information, recreation, business, and life-long learning needs of residents through the provision of library resources.

5.1 Continue to expand, coordinate and modernize the City's public library system, ensuring that it becomes the premier information and learning resource for the City to meet the needs of Orange's growing and diverse population.

7. DISCUSSION and BACKGROUND

In 2005, the Library conducted a competitive process for RFID self-service checkout equipment and an AMH sorter. Integrated Technology Group (ITG) ranked as the first choice and Bibliotheca ranked second from a field of seven bid responses. In April 2011, ITG and Bibliotheca merged as "Bibliotheca" and has since become the global leader of RFID for libraries.

The Bibliotheca RFID equipment has been integral to the Library providing a high level of customer service to patrons despite staffing vacancies realized during the last economic downturn. The self-service checkout equipment processes more than half of the daily checkouts at the Orange Public Library & History Center (OPL & HC), and the sorter checks-in and presorts ninety-five percent of the daily returns.

Staff planned for the eventual replacement of the self-service equipment and the AMH sorter through two capital improvement projects approved by City Council during the budget process. RFID Self-Service Replacement OPL & HC (20240) was approved for FY 15/16, and RFID Sorter Replacement (20267) was approved for FY 17/18.

In 2015, the City executed AGR 6270 with Bibliotheca to upgrade the RFID self-service checkout machines and security gates at the OPL & HC based on similar discounted pricing extended through the Carlsbad City Library agreement with Bibliotheca. Staff completed that project in August 2017, and it was well received by library patrons who love the updated features of the new self-service equipment.

Options

With completion of the above project, the sorter is twelve years old and has reached end-of-life. Staff considered three options with regard to the legacy sorter: 1) issue a Request for Proposals (RFP) for a new sorter and conduct a competitive bid process, 2) upgrade to the latest sorter model with current vendor Bibliotheca, and 3) do not replace the sorter. The consultant-led RFP process in 2005 spanned nine months and cost \$30,000. Stringent requirements to guarantee interoperability between a new sorter and the recently purchased RFID self-service equipment would likely narrow the field of bid responses. Staff considered the option of not replacing the sorter, but since its efficiencies compensate for staff vacancies this option is not recommended. Staff concluded that upgrading with the current vendor eliminates the time and expense associated with an RFP, provides a savings on hardware, software and annual maintenance costs, and guarantees compatibility and interoperability between the new sorter and existing RFID equipment and tags.

Library staff has met with Bibliotheca numerous times over the last several months to discuss options, vet questions, and review configurations for a proposed replacement to the Flex AMH sorter. Staff made a site visit to Solana Beach Library (San Diego County) in April 2018 to meet with their staff and see the recently installed Flex AMH sorter in a live setting.

The County of San Diego issued an RFQ in 2017 for an AMH sorter for the Solana Beach Library and they received responses from four vendors, including Bibliotheca. Following their selection process, a purchase agreement was executed with Bibliotheca in May 2017. San Diego County Contract #555957 is attached for reference. The configuration of the AMH sorter for Orange Public Library (OPL) is twice the capacity of the Solana Beach system, i.e., ten-bin system vs. five-bin system. Other variances include additional sorter tables, bins, and ten additional segments of smart conveyance. Bibliotheca is extending similar pricing for base components including patron and staff induction, sorter functionality, and software.

Staff Recommendation

Staff is recommending the City Council authorize this first amendment to AGR 6270 to upgrade and replace the existing AMH sorter, and provide annual maintenance service for the sorter and all RFID equipment. Maintaining the partnership with Bibliotheca ensures compatibility between the new sorter, the recently installed RFID self-service equipment, and RFID tags affixed to the Library's collection. Bibliotheca is extending pricing similar to County of San Diego's competitively bid pricing, and is discounting annual maintenance for all RFID hardware and software.

Over the last 12 years Bibliotheca staff has been accessible and easy to work with, and their products have performed exceptionally well through their stated lifespan. Bibliotheca provides a single software interface, *libraryConnect*, which monitors the “health” status of all compatible RFID products and facilitates the diagnosis and reporting of hardware and software issues.

Bibliotheca is a SirsiDynix Preferred Partner, and all Bibliotheca RFID equipment is compatible with the Library’s SirsiDynix integrated library system. Bibliotheca is the chosen RFID vendor for other libraries in Orange County including: Huntington Beach, Newport Beach, Fullerton, and Placentia.

Project Cost

Flex AMH Sorter	\$183,580
Tax (7.75%)	14,227
Project Contingency* (10%)	<u>18,358</u>
TOTAL	\$216,165

*Contingency is budgeted to cover costs such as installation of dedicated electrical circuits, data cabling, and purchase of a camera and display monitor for patron viewing of returned items.


8. ATTACHMENTS

- Bibliotheca & Orange Public Library Amendment 1 – Attachment A
- County Contract 555957 Agreement with Bibliotheca for an AMH Sorter – County of San Diego (Solana Beach) – Attachment B

Bibliotheca & Orange Public Library – Amendment 1

Effective: August 17, 2018

CONFIDENTIAL, City of Orange and Bibliotheca use only



Amendment

THIS AMENDMENT TO AGREEMENT 6270 is made and entered into this _____ day of _____, 2018, by **Bibliotheca, LLC**, a corporation in the State of Delaware, USA, with offices at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 and 403 Hayward Ave. North, Oakdale, Minnesota 55128 (hereinafter referred to as "Bibliotheca") and **City of Orange**, a municipal corporation, located at 300 East Chapman Avenue, Orange, California 92866 (hereinafter referred to as "Customer" or OPL).

RECITALS

WHEREAS, Customer desires to amend the Agreement 6270 ("Original Agreement") dated October 30, 2015 to include additional equipment and service; and

WHEREAS, Bibliotheca is willing to provide such products and services that together comprise the system(s) listed above and is willing to provide such products and services pursuant to all the terms and conditions in the Original Agreement; and

WHEREAS, Bibliotheca is willing to amend the term for an additional 5 years ending 4/29/24.

NOW THEREFORE, in consideration of the mutual covenants of the Parties ("Parties" or "Party" shall be defined as Bibliotheca and Customer), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bibliotheca and Customer have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

WITNESSETH: In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Any properly executed amendment or change order to the Original Agreement (most recent with first priority), and
2. The Original Agreement, and
3. Any attachments or exhibits included with the Original Agreement.

TERM AND TERMINATION

Term

The effective date of this Agreement shall be the date indicated above and shall extend until 4/29/24, unless terminated earlier under one of the termination provisions contained in the Original Agreement. The first-year warranty shall begin on the ship date.

Products and Service Pricing

Support and maintenance for previously purchased products shall be paid in advanced of renewal date. (see Exhibit 1)

Purchase of Automated Materials Handling System will be \$183,579.69 (plus any applicable taxes). The pricing includes removal and recycling of existing sorter. Support and maintenance for new Automated Materials Handling System shall be paid in 12-month installments in advance and shall auto-renew on an annual basis of the ship date. Subsequent years of support and maintenance and subscriptions fees are to be paid annually in advance on the anniversary of the ship date. Following the first year of system operation, support and maintenance will be subject to annual increases. (See Exhibit 1 and Exhibit 2)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written. Signature below indicates agreement to all written terms in this document and its exhibits:

BIBLIOTHECA, LLC DBA BIBLIOTHECA

CITY OF ORANGE

Signature: Matthew Bellamy

Signature: _____

Name: Matthew Bellamy

Name: _____

Title: President Americas

Title: _____

Date: 9/24/18

Date: _____

ATTEST:

Mary E. Murphy, City Clerk

APPROVED AS TO FORM:

Gary A. Sheatz
Senior Assistant City Attorney

Exhibit 1

Service Renewal RFID – 6/25/18 – 4/30/19

Equipment	Serial Number	Start Date	End Date	Current Pricing	Discounted Proposed Pricing	Prorated 6/25/18 - 4/30/19
Comprise Smart Terminal	234170300064	6/25/2018	4/30/2019	\$599.00	\$599.00	\$508.74
Comprise Smart Terminal	234170300065	6/25/2018	4/30/2019	\$599.00	\$599.00	\$508.74
Comprise Smart Terminal	234170300066	6/25/2018	4/30/2019	\$599.00	\$599.00	\$508.74
Comprise Smart Terminal	234170300067	6/25/2018	4/30/2019	\$599.00	\$599.00	\$508.74
Comprise Smart Terminal	234170300068	6/25/2018	4/30/2019	\$599.00	\$599.00	\$508.74
selfCheck 1000D	0103946	6/25/2018	4/30/2019	\$1,499.00	\$1,199.00	\$1,018.33
selfCheck 1000D	0103957	6/25/2018	4/30/2019	\$1,499.00	\$1,199.00	\$1,018.33
selfCheck 1000D	0103959	6/25/2018	4/30/2019	\$1,499.00	\$1,199.00	\$1,018.33
selfCheck 1000D	0103695	6/25/2018	4/30/2019	\$1,499.00	\$1,199.00	\$1,018.33
selfCheck 1000	0083514	6/25/2018	4/30/2019	\$1,499.00	\$1,199.00	\$1,018.33
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
libraryConnect Individual License	License	6/25/2018	4/30/2019	\$249.00	\$99.00	\$84.08
				\$12,233.00	\$ 9,783.00	\$8,308.85

Service Renewal Pricing RFID 5/1/19 – 4/30/24

Equipment	Serial Number	Current Pricing	Discounted Proposed Pricing	5/1/19 - 4/30/20	5/1/20 - 4/30/21	5/1/21 - 4/30/22	5/1/22 - 4/30/23	5/1/23 - 4/30/24
FlexCheck Staff Station	bib018005	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID gate™ 400 Triple Aisle	bib018009	\$1,499.00	\$825.00	\$825.00	\$849.75	\$875.24	\$901.50	\$928.54
RFID gate™ 400 Triple Aisle	bib018011	\$1,499.00	\$825.00	\$825.00	\$849.75	\$875.24	\$901.50	\$928.54
RFID Workstation Shielded (USB)	bib018012	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	bib018013	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	bib018014	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	bib018016	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	bib018017	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	bib018015	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	bib018018	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43

RFID Workstation Shielded (USB)	bib018019	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	6249574	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
RFID Workstation Shielded (USB)	6249573	\$199.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
smartstock 110 (Power Reader Inventory Wand)	bib018008	\$799.00	\$799.00	\$799.00	\$822.97	\$847.66	\$873.09	\$899.28
Comprise Smart Terminal	23417030 0064	\$599.00	\$599.00	\$599.00	\$616.97	\$635.48	\$654.54	\$674.18
Comprise Smart Terminal	23417030 0065	\$599.00	\$599.00	\$599.00	\$616.97	\$635.48	\$654.54	\$674.18
Comprise Smart Terminal	23417030 0066	\$599.00	\$599.00	\$599.00	\$616.97	\$635.48	\$654.54	\$674.18
Comprise Smart Terminal	23417030 0067	\$599.00	\$599.00	\$599.00	\$616.97	\$635.48	\$654.54	\$674.18
Comprise Smart Terminal	23417030 0068	\$599.00	\$599.00	\$599.00	\$616.97	\$635.48	\$654.54	\$674.18
selfCheck 1000D Desktop Kiosk	0103946	\$1,499.00	\$1,199.00	\$1,199.00	\$1,234.97	\$1,272.02	\$1,310.18	\$1,349.49
selfCheck 1000D Desktop Kiosk	0103957	\$1,499.00	\$1,199.00	\$1,199.00	\$1,234.97	\$1,272.02	\$1,310.18	\$1,349.49
selfCheck 1000D Desktop Kiosk	0103959	\$1,499.00	\$1,199.00	\$1,199.00	\$1,234.97	\$1,272.02	\$1,310.18	\$1,349.49
selfCheck 1000D Desktop Kiosk	0103695	\$1,499.00	\$1,199.00	\$1,199.00	\$1,234.97	\$1,272.02	\$1,310.18	\$1,349.49
selfCheck 1000D Freestanding Kiosk	0083514	\$1,499.00	\$1,299.00	\$1,299.00	\$1,337.97	\$1,378.11	\$1,419.45	\$1,462.04
libraryConnect Individual License – For selfCheck	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
libraryConnect Individual License – For selfCheck	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
libraryConnect Individual License – For Selfcheck	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
libraryConnect Individual License – For selfCheck	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
libraryConnect Individual License – For selfCheck	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43

libraryConnect Individual License – For Security Gates	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
libraryConnect Individual License – For Security Gates	License	\$249.00	\$99.00	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43
		\$18,219.00	\$13,321.00	\$13,321.00	\$13,720.63	\$14,132.25	\$14,556.22	\$14,992.90

Service Renewal Pricing flexAMH System (year 2 to begin 1 year after installation)

Equipment	Serial Number	Year 2	Year 3	Year 4	Year 5
flexAMH 10 bin sorter with i induction and conveyance	TBD	\$16,376.73	\$17,195.56	\$18,055.34	\$18,958.11

403 Hayward Ave N
Oakdale, MN 55128

3169 Holcomb Bridge Rd., Ste. 200
Norcross, GA 30071

www.bibliotheca.com
info-us@bibliotheca.com

COUNTY CONTRACT NUMBER 555957

AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND SOFTWARE

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor Bibliotheca, LLC located at 3169 Holcomb Bridge Road, Suite 200 ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award this Contract to provide an automated materials handler, installation, shipping, training, and maintenance agreement of hardware and software.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Contractor's Quote, Exhibit B Insurance Requirements and Exhibit C, Pricing Schedule. In the event that any provision of the Agreement or its Exhibits, A, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1**PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and

**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Licenses to Proprietary Software

For any software programs developed for use under County's contract, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County (or other service provider, as the case may be), at no charge to County, to use, copy, and modify, all Contractor Underlying Works and Contractor Derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the Services as the same might exist at the time of Disentanglement. Contractor shall also provide County with a copy of each such program, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County the right to receive maintenance (including all enhancements and upgrades) and support with respect to such Contractor Underlying Works and Contractor Derivatives for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

3.3.4 Return, Transfer and Removal of Assets

- 3.3.4.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.
- 3.3.4.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.6 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4
COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing.

- 4.1.1 **General Principles.** Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.
- 4.1.2 **Invoices.** Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

- 4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.1.5 Prompt Payment for Vendors and Subcontractors
- 4.1.5.1 Prompt payment for vendors and subcontractors.
- 4.1.5.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.
- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
- 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.

AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND SOFTWARE

- 4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5

AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Improperly submitted claims, or
 - 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.3 Any breach of any term or condition of the Agreement, or
 - 7.5.4.4 Any actions under any warranty, express or implied, or
 - 7.5.4.5 Any claim of professional negligence, or
 - 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

(Section 11135, et seq.) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

- 8.6 **AIDS Discrimination.** Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 **American With Disabilities Act (ADA) 1990.** Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 **Political Activities Prohibited.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 **Lobbying.** Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 **Religious Activity Prohibited.** There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 **Drug and Alcohol-Free Workplace.** The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 **Board of Supervisors' Policies.** Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND SOFTWARE

8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and

8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

- 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcountry.ca.gov/cao/oia.html>
- 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
- 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at www.cosdcompliance.org

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but

**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11

AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring,

AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND SOFTWARE

assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. [Note: Health and Human Services Agency (HHS) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov.] All other contractors will provide the following to their COR:
 - 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Contractor receiving notice of the audit.
 - 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
 - 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
 - 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
 - 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 **Subject to Inspection.** All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 **Specification and Requirements.** If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 **Ownership, Publication, Reproduction And Use Of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

- 13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.
- 13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14
(RESERVED)**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or

AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND SOFTWARE

contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE**

Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding Contracted services identified in this Agreement.

- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COR within one work day of their occurrence. However, if this contract includes Article 14, Contractor must adhere to timelines contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. However, if this contract includes Article 14, Contractor must adhere to requirements contained in Article 14.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.
- 16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."
- 16.21.4 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
 - B. Minor: Individuals under the age of eighteen (18) years old.
 - C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
 - D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE

themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

- E. Volunteer: A person who performs a service willingly and without pay.

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER,
INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND
SOFTWARE

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this day of May 1, 2017 ("Effective Date") and end on August 5, 2018 ("Initial Term") for a total Agreement period of one year, three months and eight days.

OPTION TO EXTEND. The County's option to extend is for nine increments of one year each for a total of nine years beyond the expiration of the Initial Term, not to exceed August 5, 2027, pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum of sixty-seven thousand nine hundred sixty-seven dollars and thirty-one cents (\$67,967.31) for the purchase of one automated materials handler sorter, installation, shipping, training, and Year 1 - maintenance for hardware and software, five thousand six hundred fifty-eight dollars and twenty-nine cents (\$5,658.29) for Year 2 - maintenance for hardware and software, five thousand nine hundred forty-one dollars and twenty cents (\$5,941.20) for Year 3 - maintenance for hardware and software, six thousand two hundred thirty-eight and twenty-six cents (\$6,238.26) for Year 4 - maintenance for hardware and software, six thousand five hundred fifty dollars and seventeen cents (\$6,550.17) for Year 5 - maintenance for hardware and software, six thousand eight hundred seventy-seven dollars and sixty-eight cents (\$6,877.68) for Year 6 - maintenance for hardware and software, seven thousand two hundred twenty-one dollars and fifty-six cents (\$7,221.56) for Year 7 - maintenance for hardware and software, seven thousand five hundred eighty-two dollars and sixty-four cents (\$7,582.64) for Year 8 - maintenance for hardware and software, seven thousand nine hundred sixty-one dollars and seventy-seven cents (\$7,961.77) for Year 9 - maintenance for hardware and software, eight thousand three hundred fifty-nine dollars and eighty-six cents (\$8,359.86) for Year 10 - maintenance for hardware and software, for a maximum Agreement amount of one hundred thirty thousand three hundred fifty-eight dollars and seventy-four cents (\$130,358.74), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

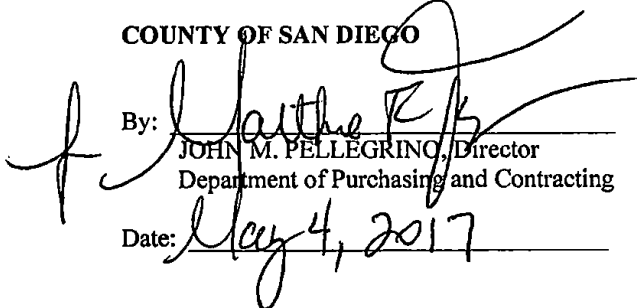
Steven Alberto, Admin. Analyst II
5560 Overland Avenue
San Diego, CA 92123
Phone (858) 694-9434 and email: Steven.Alberto@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Joseph Al Coalla, Director
3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071
Phone (877) 207-3127 and email: a.coalla@bibliotheca.com

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

By: 
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: May 4, 2017

Bibliotheca, LLC

By: 
Joseph Al Coalla, Director

Date: May 3, 2017

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE
EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

The San Diego County Library (SDCL) Solana Beach branch is located at 157 Stevens Avenue on the campus of the Earl Warren Middle School. The San Diego County Library would like to procure an automated materials handling (AMH) sorter with internal staff facing inlet and exterior public facing inlet which meets the business needs and requirements of the Solana Beach branch. This AMH system must fully integrate into any Integrated Library System (ILS), currently Innovative Interfaces Millennium, including all features and functions. The AMH system must be fully compatible with any ILS product adhering to or utilizing the SIP2 protocol or industry standard protocol compatible with SDCL's ILS and network infrastructure.

2. Background Information

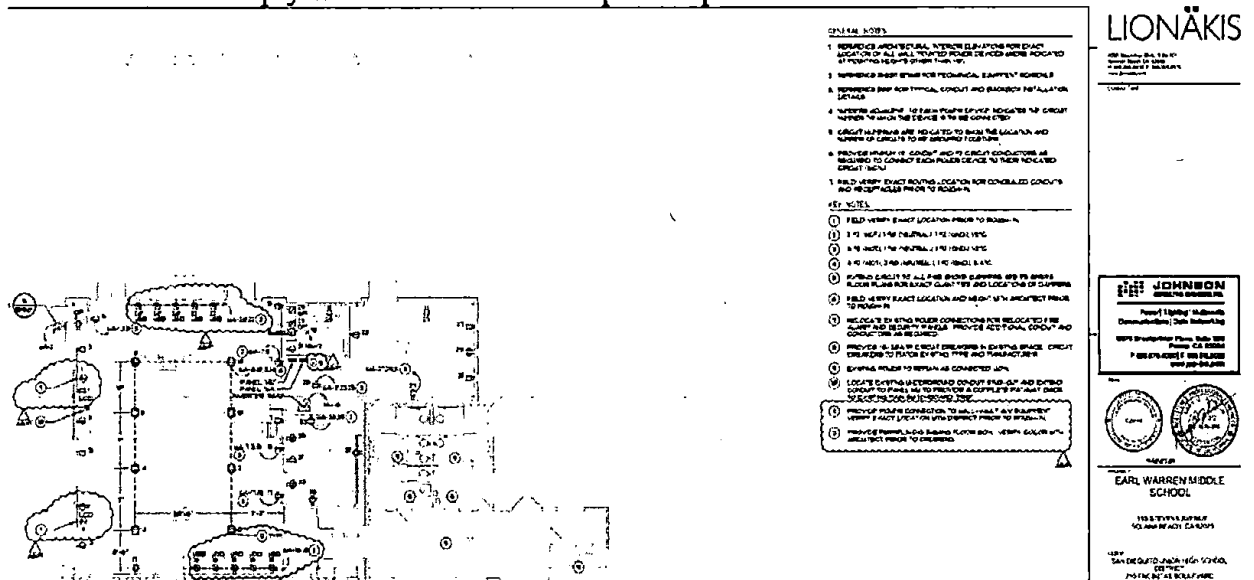
The San Diego County Library Solana Beach branch opened on the campus of the Earl Warren Middle School in 2001 as the first "shared-use" facility within the SDCL's 33-branch library system. The 10,770-square-foot building located at 157 Stevens Avenue holds a collection of 68,349 items and a staff of 6.75 full-time employees. The branch is open 63-hours per week during the school year, and 53 hours per week during the summer. In light of its heavy use, the building is due for expansion, maintenance and renovation in 2016-2017. The Solana Beach branch serves over 13,000 residents across 3.6 square miles. The Solana Beach branch has a floating collection and receives shelf-ready library materials that generate an annual circulation of 326,432 items per year (roughly 27,203 items per month). With this volume of physical circulation of materials, the Solana Beach branch requires the implementation of an automated materials handling (AMH) system with a total of (4) sort bin locations (sort criteria to be determined by SDCL) plus (1) additional spare bin for overflow purposes, (1) 24-hour access public facing exterior inlet with fire suppression capabilities, and (1) staff facing interior inlet in order to quickly and efficiently check-in and sort library materials utilized by customers and SDCL staff.

3. Goals and Outcomes

- 3.1. Goals:** Contractor shall provide the services described herein to accomplish the following goals: The San Diego County Library (Solana Beach branch) circulates 326,432 items annually. SDCL would like an AMH sorter with the following requirements:

- AMH sorter must be equipped with (4) sort locations and must include a total of 5-bins (i.e. 1 for each sort location & 1 extra for overflow). The AMH shall include internal staff facing inlet and one 24-hour access public facing inlet with RFID capability (optional barcode reader) for the purpose of checking in and sorting library materials.
- AMH system software must have the capability to successfully integrate and communicate with any integrated library system (ILS) using industry standard protocols (i.e. SIP2). The AMH system software must be updated by the vendor as updates are released by the system software manufacturer for the life of the system at no additional cost to the SDCL.
- AMH must have the ability for sorting Link+ and Circuit materials that are not owned by SDCL.

- Provide a one year warranty, included in the purchase price, to cover all software and hardware repair, maintenance, and upgrades to include applicable service coverage but not limited to: Service Level Agreements (SLA), preventative maintenance schedule, hardware replacement/repair, software updates, anti-virus software, OS windows updates and CPU/desktop PC (IT) equipment refresh cycle per County of San Diego (CoSD) standards. Labor must be included at no additional charge.
- Provide a 1-year repair and maintenance agreement to cover all hardware and software repair, upgrades, and scheduled preventative maintenance to be included in the price of AMH. Labor to be included at no additional charge. SDCL shall have an option to renew maintenance on an annual basis to cover all hardware and software repairs for the life span of the AMH or up to 9 additional years. Agreement to be effective after the expiration of the one-year warranty. Must provide full details of what is included in the maintenance and repair services for software and hardware.
- AMH will provide the option/ability for growth and the ability to change the layout if the system needs to be moved, modified, and/or reconfigured.
- Ability to provide remote support of the AMH system using web-based remote assistance tools that utilize common network ports (i.e. 80 or 443).
- AMH receptacles which have ability to accept/support various bins for flexibility.
- AMH must fit within an area of 10 feet-10 1/8 inches x 7 feet 10 11/16 inches and comply with California ADA space requirements.



- 21

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE
EXHIBIT A – STATEMENT OF WORK

- If selected, must be able to provide an architectural drawing of the sorter placement to include technical specifications, if requested.

3.2. Outcome Objectives: Contractor shall achieve the following outcome objectives at minimum:

- Contractor to deliver and perform complete system installation of automated materials handling sorter with:
 - Total of 4-sorting bin locations to include a total of 5-bins; (4) bins for each sort location plus (1) extra bin for overflow purposes
 - (1) interior staff facing sorting inlet with RFID scanning, and backdating capabilities
 - (1) 24-hour public facing exterior access inlet with fire suppression, RFID scanning, optional barcode reader/s and backdating capabilities.
 - Staff facing inlet receipt printer with ability to print hold, transit, etc slips per SDCL specifications
 - Public facing inlet receipt printer with ability to print customer receipts for items returned per SDCL specifications
- Contractor shall configure sort rules to accommodate the business requirements and needs of SDCL.
- Contractor will need to ensure AMH system is secure. Having such a device potentially fall on something or someone is a major safety concern in the event of natural disaster such as an earthquake or any other unforeseen circumstance. Secure method should meet any State of California standards or requirements.
- Contractor shall provide thorough training of system to SDCL-IT and library branch staff after successful completion of system delivery, configuration, and installation. Training must be included at no additional charge.
- The Solana Beach branch should realize a 50% increase minimum in materials check-in and sorting efficiency in comparison to the current manual process which utilizes (2) or more personnel at a time.
- First year of support and maintenance of AMH shall be at no additional cost to SDCL which includes parts and labor from successful installation and project sign off date.

3.3. Process Objectives: Contractor shall achieve the following process objectives:

- Contractor shall successfully deliver and install an Automated Materials Handling system with (1) interior staff inlet and (1) 24-hour access exterior public facing inlet with RFID scanning and fire suppression capabilities.
- Contractor shall ensure 99% uptime of AMH system.
- Contractor shall provide an AMH system that operates with the following minimum requirements:

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE

EXHIBIT A – STATEMENT OF WORK

- a. 60db or less during operation.
 - b. Operate on standard 120V (*SDCL to provide dedicated circuit*).
 - c. Operate on standard RJ45 network connections using Cat5e cabling at a minimum and static IP/s (*SDCL-IT to provide data connection/s and IP information*).
 - d. AMH system must adhere to County of San Diego operating system standards for life of AMH system (*Currently Windows 7 Professional/Enterprise 64-bit)
 - e. Configuration of Windows operating system to perform scheduled Critical system updates to meet CoSD CTO standards
 - f. Configure Anti-Virus system software to perform scheduled updates to meet CoSD CTO standards
- Contractor shall have replacement parts and equipment for their internal vendor support personnel in order to reduce system downtime for SDCL.
 - The Contractor must have a ready supply of parts and products warehoused in North America for quick shipment to internal vendor support personnel or to the SDCL in case of repair or replacement.
 - Contractor shall provide inclusion of CPU operating system upgrades and CPU hardware upgrades as needed or requested by the County of San Diego at no additional cost.
 - Contractor shall provide preventative maintenance on a bi-annual basis at a minimum at no additional cost to SDCL during the warranty period of the AMH system and during the repair and maintenance agreement.
 - Contractor shall work closely with SDCL Information Technology (SDCL-IT) personnel, ILS vendor and other 3rd party entities to troubleshoot and resolve technical issues as needed by SDCL. By third party, we are referring to any ITO partners that work with the County of San Diego. For example, if a materials sorter is not functioning or not at optimum performance, SDCL expects the vendor to work with SDCL-IT staff and the ITO partner to determine root cause and take appropriate actions to resolve. Third party members could be HPE and AT&T.
 - Contractor shall allow transfer of contract to County of San Diego Information Technology Outsourcing Partner at no additional cost should SDCL decide this is in the County's best interest.

4. Definitions

SDCL: San Diego County Library

SDCL-IT: San Diego County Library Information Technology

ITO: Information Technology Outsourcing

CoSD: County of San Diego

CTO: County Technology Office

AMH: Automated Materials Handling

ILS: Integrated Library System

SLA: Service Level Agreement

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE
EXHIBIT A – STATEMENT OF WORK

OS: Operating System

PM: Preventive Maintenance

BFS: Business Finance Services

LINK+: A consortium of academic and public libraries within California and Nevada that provides a single searchable catalog and user-initiated borrowing service.

Circuit: A consortium of the libraries of California State Universities with the goal of sharing library resources.

5. Specific Requirements for Service Delivery

- Successful delivery and installation of AMH system with (1) interior staff facing inlet and (1) 24-hour access exterior public facing inlet with fire suppression capabilities, RFID scanning, optional barcode readers, and receipt printers compatible with SDCL's barcode and RFID tagged materials for check-in and sorting processes.
- Provide project manager professional services for implementation of an automated materials handling system to include but not limited to: shipping, physical installation, configuration, and end-user training.
- Provide a service level agreement (SLA) that fits within SDCL's needs/requirements of 99% uptime.
- Provide professional support staff with inventory of replacement/spare parts to minimize downtime and maintain 99% uptime of AMH.
- Support personnel to successfully complete County of San Diego background verification process in order to work as a County of San Diego contractor or as required by the County of San Diego.
- Provide inclusion and configuration of CPU operating system (*currently Windows 7 Pro 32-bit or 64-bit*), Anti-Virus Protection software and CPU hardware upgrades as needed or requested by the SDCL as part of maintenance agreement to meet County of San Diego IT requirements at no additional cost to SDCL or ITO.
- Provide highly detailed documentation of AMH use and basic troubleshooting methods for SDCL staff use
- Provide SDCL with a support phone line and online system which allows but not limited to: opening of support cases, documentation of support cases, support case status and ability to extract data to Excel and PDF formats
 - Frequency of services:
Break/Fix Support: Daily or on an as needed basis by SDCL.

6. Data Collection and Reporting Requirements

- Data collection and statistical reporting shall be performed using the reporting functions through the ILS which includes check-in of all materials being sorted through the AMH system.

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE
EXHIBIT A – STATEMENT OF WORK

- For troubleshooting purposes, contractor may be required to run network monitoring software such as but not limited to Wireshark to assist in troubleshooting potential network latency issues that may be affecting the AMH and have local log files available for additional troubleshooting purposes.

7. Invoice Requirements

- Invoice shall be submitted to the County Library after installation and testing have been deemed satisfactory by County Library Personnel to include but not limited to SDCL-IT and BFS staff.
- Invoice shall be Net-30.

8. Delivery Timeline

The bibliotheca flex AMH powered by quickConnect AMH software, which interfaces with ILS via a SIP2 connection.

AMH Delivery within 12 weeks of receiving signed contract

Installation within a week of AMH being delivered

Installation will take a maximum of 4 days

Year 1 – Maintenance Agreement for hardware and software will take in effect after the installation of AMH.

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE

EXHIBIT A-1 CONTRACTOR'S QUOTE

County of San Diego
REQUEST FOR QUOTATION
THIS IS NOT AN ORDER

Date Issued: March 10, 2017

QUOTATION DUE DATE: <u>March 24, 2017</u>	FOR INFORMATION, PLEASE CONTACT
RFQ No. <u>7885</u>	Martha F. Trevejo
SUBMIT COMPLETED FORM WITH YOUR BUYNET RESPONSE, or MAIL, FAX, EMAIL OR DELIVER TO: County of San Diego Department of Purchasing and Contracting 5560 Overland Avenue, Suite 270 San Diego, CA 92123-1204	Phone: (858) 505-6527 Fax: (858) 715-6453 Martha.Trevejo @sdcountry.ca.gov
Quotations must be received in BuyNet or at the above address on or before 5:00 p.m. on the due date. If mailed, the above RFQ No. must be included on the front of the envelope.	AWARD: Will be based on: <input type="checkbox"/> EACH ITEM <input type="checkbox"/> EACH LOT <input type="checkbox"/> TOTAL PRICE <input checked="" type="checkbox"/> OTHER (PRICING AND OTHER FACTORS)

DESCRIPTION

THE COUNTY OF SAN DIEGO (COUNTY) LIBRARY HAS A REQUIREMENT FOR AN AUTOMATED MATERIALS HANDLER (AMH).

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING PRIOR TO THE CLOSE OF BUSINESS MARCH 15. THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED AT THE DISCRETION OF THE COUNTY.

PLEASE ENTER YOUR QUOTATION PRICING ON BUYNET OR BY EMAIL AND PROVIDE ATTACHMENTS TO CONTRACTING OFFICER THROUGH BUYNET OR BY EMAIL BY THE DATE AND TIME STATED ABOVE.

THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO SIGN THE COUNTY'S SERVICE AGREEMENT. A SAMPLE OF THE SERVICE AGREEMENT IS ATTACHED.

Offeror acknowledges Addendum No. ☒ 1 ☒ 2 ☒ 3 ☐ 4 ☐ 5

BELOW TO BE COMPLETED BY OFFEROR

PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE INDICATED: _____ % _____ days

NAME AND ADDRESS OF OFFEROR (Type or Print)

Bibliotheca, LLC

Offeror/Company Name

3169 Holcomb Bridge Road, Suite 200

Address

Norcross, GA 30071

City, State, Zip

(877) 207-3127

Telephone Number

www.bibliotheca.com

Website Address

(877) 689-2269

Fax Number

NAME, TITLE & CONTACT INFORMATION OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

Joseph Al Coalla

Name of Authorized Representative

Director

Title of Authorized Representative

a.coalla@bibliotheca.com

Email Address

(877) 207-3127 ext. 121

Telephone Number of Authorized Representative



Signature of Authorized Representative

March 30, 2017

Date

Evaluation and Award. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated by the County. This RFQ is an informal negotiated procurement process. Lowest price may not always be the sole criteria for award of an RFQ. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County. The County reserves the right to reject any or all quotations and to accept or reject any item(s) thereon, or waive any informality in the quotation. The County reserves the right to perform a pre-award survey of the offeror to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the offeror's prospective ability to perform the contract shall be conclusive. Any order resulting from this solicitation is subject to the County's Terms and Conditions of Purchase.

SUBMIT THIS COMPLETED FORM WITH YOUR QUOTE

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. BUSINESS TYPE

☒ For-profit ☐ Non-profit ☐ Government

Attach proof of status for Non-profit.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? ☐ Yes ☒ No

3.2. Are you certified by the State of California as a:

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #: _____

☐ Small Business Enterprise (SBE)

Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:

☐ Veteran Owned Small Business (VOSB)

Certification # _____

☐ Service Disabled Veteran Owned Small Business (SDVOSB)

Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 75 %

4. DEBARMENT, SUSPENSION AND RELATED MATTERS

4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;

4.2.2 Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.

4.2.4 If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.

4.3 Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.

4.4 If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

5. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

6. INDEPENDENT PRICING

Offeror certifies that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. TAX INFORMATION

The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Joseph Al Coalla

Signature: _____

Title: Director

Date: March 30, 2017

Company/Organization: Bibliotheca, LLC

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

**REQUEST FOR QUOTE (RFQ) 7885
SAN DIEGO COUNTY LIBRARY
INDEMNIFICATION AGREEMENT**

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name: Bibliotheca, LLC

("Offeror") with reference to the following facts:


WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT - CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Bibliotheca, LLC</u>
Authorized Representative Name:	<u>Joseph Al Coalla</u>
Authorized Representative Title:	<u>Director</u>
Signature: 	Date: <u>March 30, 2017</u>

SUBMIT THIS COMPLETED FORM



San Diego County Library

RFQ No. 7885, Automated Materials Handling System

Submittal date: March 30, 2017

bibliotheca + 3M
the best of both worlds

Table of Contents

Executive Summary	6
Evaluation Criteria	8
Price.....	8
Automated Materials Handling (AMH) features.....	8
Maintenance and Support.....	8
Delivery and Installation.....	10
Project Goals	10
Outcome Objectives	14
Process Objectives	17
Specific Requirements for Service Delivery	19
Roles and Responsibilities.....	19
Data Collection and Reporting Requirements.....	25
Invoice Requirements	26
Additional Information	27
Company Background and Experience	27
Our business at a glance	27
Partnerships.....	28
Facilities.....	28
Company Leadership	29
bibliotheca Project Team	30
References	31
Reference	32

Proposed Solutions	33
bibliotheca quickConnect AMH™	35
bibliotheca libraryConnect™	36
bibliotheca quickConnect™ system manager	37
flex AMH™ by bibliotheca	38
Project Implementation	40
Acceptance Tests	40
Installation Responsibilities	41
Timeline & Approach	42
Client Account Management	45
Pricing	46
Appendix	48

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March 30, 2017

Martha F. Trevejo, Procurement Contracting Officer
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San Diego, CA 92123
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Phone: (858) 505-6527

Dear Martha:

We appreciate you taking the time to read through our proposal and learning more about the AMH solution that will best suit the Solana Beach Branch.

I wanted to give you a brief overview of what I have learned from meeting with your library staff and administration. A team member and I had the opportunity to meet with Migell Acosta, Donna Ohr, and Ryan Ibarra in the past month to speak about some of the pains their library staff face when handling circulated materials and what they hope to achieve with their new AMH solution:

1. One of the most pressing issues staff face is after your Fine Free Fridays, when the mountain of returned books stack up and require "all hands on deck" to "throw books". Migell and others explained how the library has to recruit staff from all corners of the facility to help sort books.
2. The second issue is the lack of having an interconnected library system, to be able to completely monitor system status and pull reports easily from one location.
3. Last but not least, I heard how much all of your libraries rely on their sorters once implemented and how many issues a nonfunctional sorter causes if down for even half a day.

Our AMH solution is the only solution that can directly fix all of these current problems at Solana Beach Branch. Our solution will handle the large volume of books returned on Friday's, provide a monitoring software that shows the status of the complete AMH system, and will be serviced by **local** technicians that will arrive quickly to service your AMH system, if an error has occurred. Our proposed system also fulfills all of the system requirements that are posed in your RFP.

In our proposal, we will show you how Bibliotheca's flex AMH™ solution, along with the accompanying libraryConnect™ software and **local, trained** technicians available, showcases the solution that your library requires.

Our commitment to excellence ensures your staff, patrons and community receives the best products and services in the library industry.

The following are just a few of the many benefits to choosing bibliotheca as your AMH partner:



Connect. Provide a connection between the library and its patrons, wherever they happen to be, and expand its reach and role within the community.



Engage. Encourage patron interaction with the library that drives participation and enhances its overall importance.



Evolve. Empower libraries to reinvent their offering and encourage lifelong learning today and well into the future.

We look forward to building on our partnership with the San Diego County Library system for all its current and future automation needs. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Humphrey'.

Business Development Manager

651-808-4002 | m.humphrey@bibliotheca.com

Executive Summary



San Diego County Library (SDCL) is a massive library system in southern California, composed of 33 branches. This complex system also includes Bookmobiles and 24/7 self-serve kiosks to serve patron needs.

The Solana Beach branch is located at 157 Stevens Avenue, on the campus of Earl Warren Middle School. This branch is the first shared-use facility within this library system. Solana Beach has an impressive footprint, with an individual collection of almost 70,000 items and 6.75 full-time employees. Solana Beach serves more than 13,000 residents, and it shows. This one branch circulates 326,432 items annually, with approximately 27,000 items circulated every month.

With only 6.75 full-time employees, this branch desperately needs an automated materials handling system.

This RFQ is requesting an AMH system that has a total of four sorting locations, and an additional bin for overflow, one exterior patron induction with fire suppression capabilities, and one interior staff induction.

We believe in libraries because they



Organize and preserve
knowledge made
accessible to all



Promote literacy
without
discrimination



Provide education
opportunities to help
people grow



Provide relevant
services for their
communities



Continually extend their
services to meet the
changing needs of
patrons



Transform lives and
fuel lifelong learning



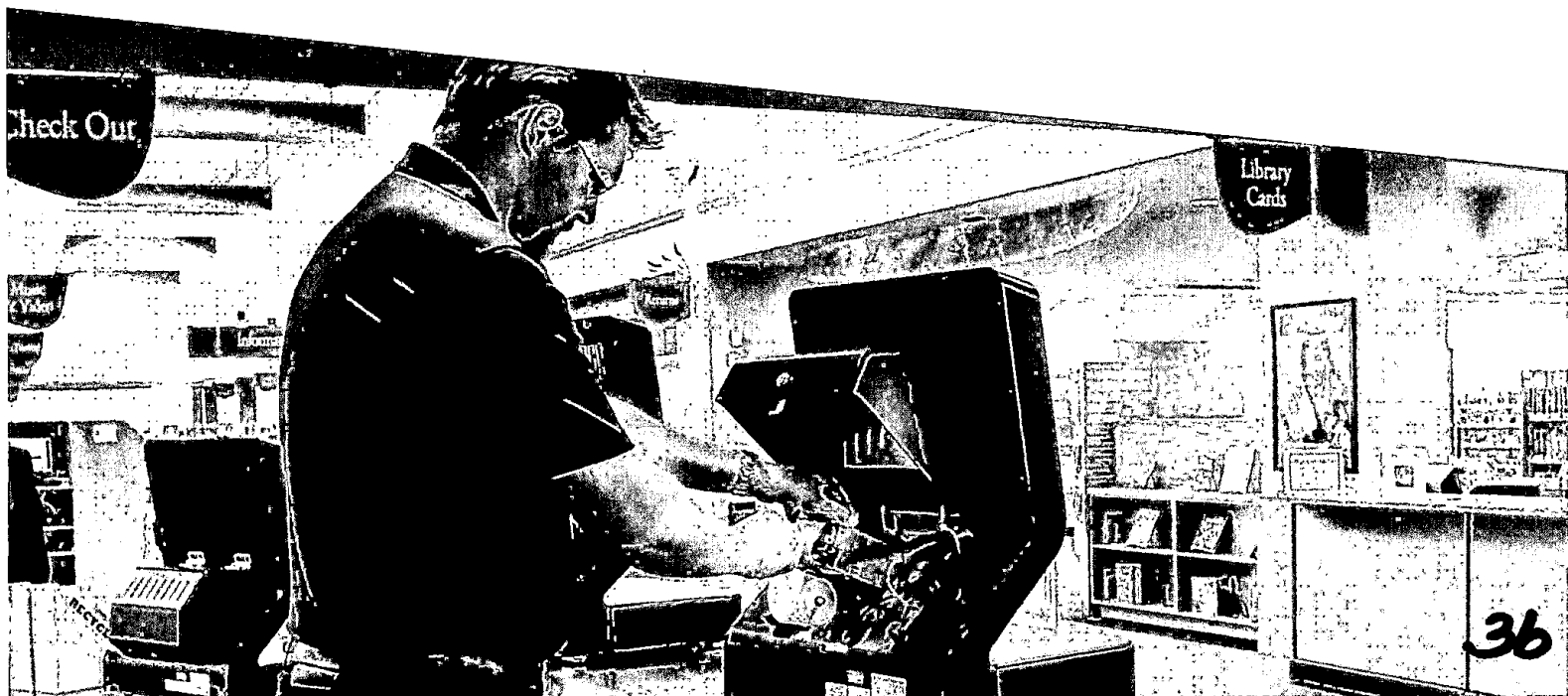
Support public library's
core mission of patron
engagement

Crafting a distinct library experience. That is what bibliotheca brings to the table. As libraries around the world know, our proposed solution is easy to use and efficient – and one that supports your library's mission. Unique benefits to selecting us as your library technology partner include:

Strategic Vision. Mason Humphrey, your bibliotheca representative, and our project team will provide your staff with expert advice regarding your current and future library technology needs. This includes a thorough assessment of your branch footprint and staff needs. The result is a detailed roadmap that includes the best location and configuration of your products.

Outstanding Service. You can trust our technicians to be onsite quickly to keep your AMH system running at peak performance. We have technicians trained on our *bibliotheca products* in and around your area, and carry the most commonly used parts in their service vehicles. This ensures prompt repairs. In addition, we have an in-house help desk to answer any of your questions.

Easing the Transition. We specialize in change management services. Our dedicated, onsite team takes the time to ensure your staff is comfortable with its new AMH system. We help guide your team members as roles expand so they can assist patrons with the services they value most. Our team's job is not done until your staff is completely satisfied.



Evaluation Criteria

Price

- a. Our pricing for our proposed system is valid for 90 days after the closing date of the RFQ. Please see the pricing provided later in the Pricing section of this proposal.
- b. Maintenance Fees: all costs are bundled into one cost, as this cost covers your entire AMH system and all associated maintenance and support costs.

Automated Materials Handling (AMH) features

- a. Please see the narrative of the features of our proposed AMH system throughout the following sections of this proposal, and full product descriptions in the Additional Information section.
- b. Please see the below narrative of our organization's proposed approach in accomplishing identified requirements and bibliotheca's ability to provide the required equipment, features, and services described in Exhibit A of the County's RFQ.

Maintenance and Support

- a. **Provide a narrative detailing the specifics of the following and how it meets or exceeds the requirements described in Exhibit A of the County's RFQ:**
 1. **Are you able to provide, at a minimum, a 1-year warranty to fully cover software (including upgrades, patches), hardware, and labor at no additional costs?**

Yes X No ____

Please describe the details of your warranty.

bibliotheca is proud to include a one year warranty that fully covers all AMH software and hardware (including software and hardware patches, parts, etc.) and labor at no additional cost to the San Diego County Library.

Please see the sample Sales Agreement included in the Appendix of this proposal for full details on the included one year warranty.

2. **Are you able to provide an annual Contractual repair and maintenance agreement up to 10 years, after the expiration of the 1-year warranty, to fully cover software (including upgrades, patches), hardware, and labor?**

Yes X No ____

With renewable option years? Yes X No ____

If yes, how many? However many years the library desires years

Please describe the details of your repair and maintenance contract.

Please see the sample Sales Agreement included in the Appendix of this proposal for full details on the repair and maintenance contract.

- 3. Describe your replacement parts and equipment availability. Are your parts and products warehoused in North America? Yes X No**

All replacement parts and AMH equipment for your flex AMH™ are warehoused right here in the United States. In addition, our trained field technicians carry commonly-used replacement parts in their vans.

- 4. Describe your remote support capabilities.**

All bibliotheca systems are designed to utilize remote support techniques. If your system has an issue, our in-house support team will remotely access your system, fixing any software issues that they encounter.

- 5. Describe your ability to work closely with Information Technology staff or related experience.**

Our Installation team, field technicians, and in-house support team have worked with Information Technology staff at almost every single project implementation, which numbers in the tens of thousands. In specific instances, our staff have collaborated with ILS companies, IT library staff, and librarians during project implementations to communicate issues during an installation, SIP communication with the ILS, etc. Our staff work incredibly well with partner companies in ensuring a project implementation is a success for your library.

- 6. Will you provide inclusion of CPU operating system upgrades and CPU hardware upgrades as needed or requested by the County of San Diego at no additional cost? Yes X No**

Delivery and Installation

- a. Provide a short narrative on your company's ability to meet delivery and installation deadlines as described in Exhibit A of this RFQ.**

Yes. We have provided a general overview of how bibliotheca kicks off and implements our projects, complete with project responsibilities, timelines, and deadlines in the Project Implementation section of this proposal. As a brief overview:

We take a simple, clear approach to project management. To aid in a quick, seamless implementation, bibliotheca provides engineers trained in library technology for all project installations. This ensures that installation is kept on track. We recommend that each library undergo a site survey to assess security requirements and suggested methods of installation. This site survey will identify the best location and space for product operation and servicing.

- b. Provide a short narrative on your company's ability to provide an architectural drawing of the sorter placement, if requested, as described in Exhibit A of this RFQ.**

We have provided drawings of our proposed AMH system, both in the Appendix and Project Goals section of this proposal. We will provide full architectural drawings, fit for construction use, after being awarded the contract and beginning the project.

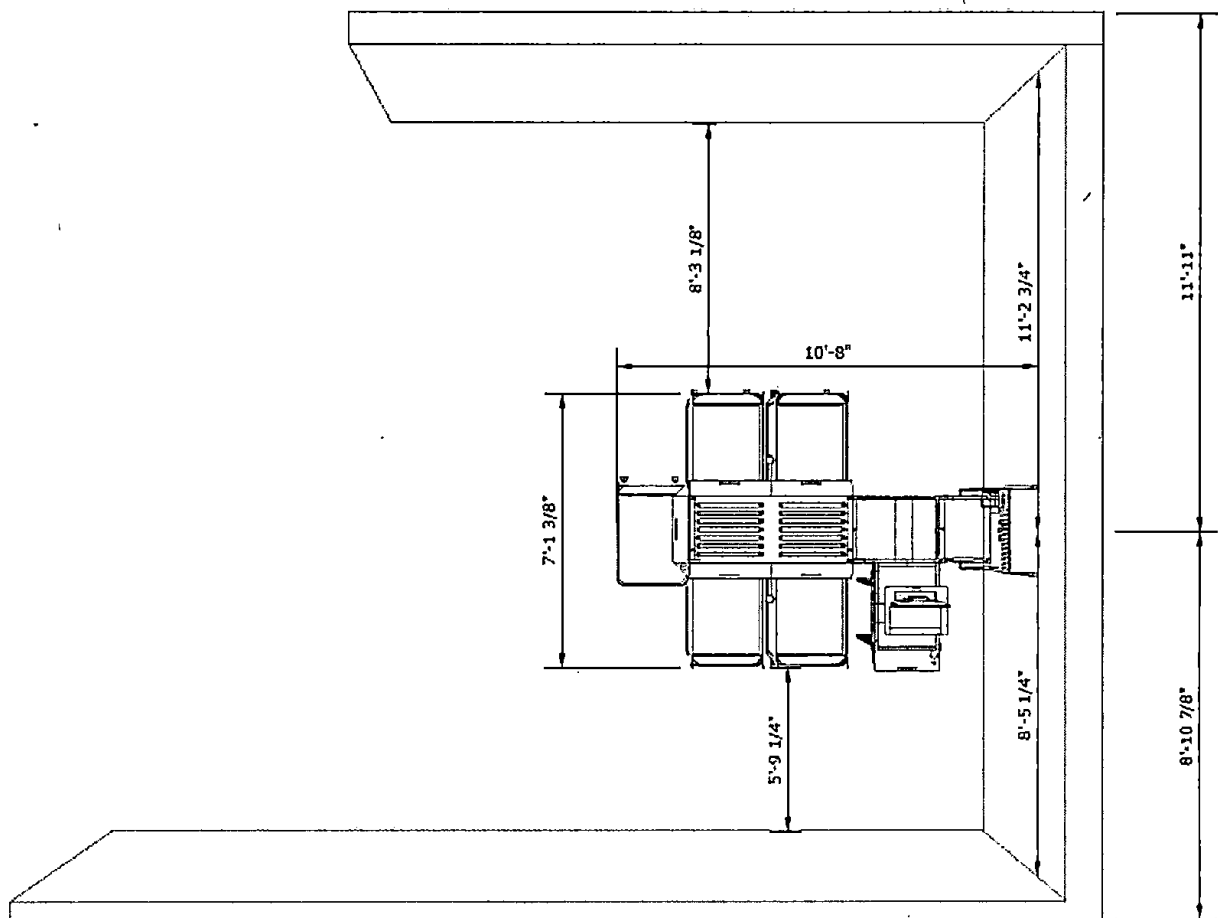
Project Goals

Solana Beach is requesting an AMH system that will fulfill the following requirements:

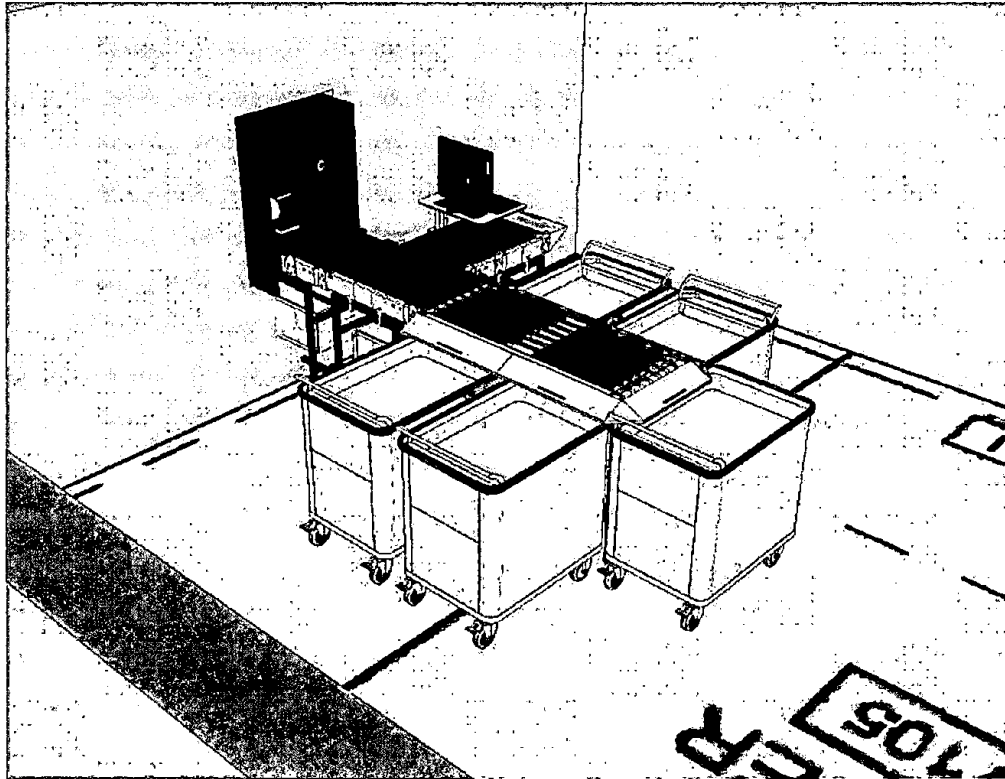
- **AMH sorter must be equipped with (4) sort locations and must include a total of 5-bins (i.e. 1 for each sort location & 1 extra for overflow). The AMH shall include internal staff facing inlet and one 24-hour access public facing inlet with RFID capability (optional barcode reader) for the purpose of checking in and sorting library materials.**

bibliotheca is proposing our flex AMHT™ system with four sorting locations and one overflow bin, complete with an internal staff induction and one exterior patron return. We designed our system to be placed near the already-cut section in the exterior-facing wall, but it will need to be recut to accommodate our system. Also of note is that our system is ADA-compliant.

We included four sorting locations with an overflow bin, as requested by the library. There is also an internal staff-facing induction complete with a monitor, and a 24-hour accessible exterior patron return.



Our proposed AMH system, complete with four bins, one overflow bin, an interior staff-facing station, and exterior patron return.



- **AMH system software must have the capability to successfully integrate and communicate with any integrated library system (ILS) using industry standard protocols (i.e. SIP2). The AMH system software must be updated by the vendor as updates are released by the system software manufacturer for the life of the system at no additional cost to the SDCL.**

The bibliotheca flex AMH™ is powered by quickConnect™ AMH software, which will interface with your (or any) ILS via a SIP2 connection. Our software is periodically updated with important features, which your library will receive automatically for the life of your AMH system, at no additional cost. This feature is covered standard by your Support and Maintenance Agreement.

- **AMH must have the ability for sorting Link+ and Circuit materials that are not owned by SDCL.**

bibliotheca is proud to be the vendor of choice for many different libraries that are members of Link+. Our flex AMH™ system can sort Link+ and Circuit materials, or other outside ILS items.

- **Provide a one year warranty, included in the purchase price, to cover all software and hardware repair, maintenance, and upgrades to include applicable service coverage but not limited to: Service Level Agreements (SLA), preventative maintenance schedule, hardware replacement/repair, software updates, anti-virus software, OS windows updates and CPU/desktop PC (IT) equipment refresh cycle per County of San Diego (CoSD) standards. Labor must be included at no additional charge.**

Yes, a one year warranty and one year of software and hardware support is included standard. Please see the sample Service Level Agreement (SLA) in the Appendix of this proposal for more details.

- **Provide a 1-year repair and maintenance agreement to cover all hardware and software repair, upgrades, and scheduled preventative maintenance. Labor to be included at no additional charge. SDCL shall have an option to renew maintenance on an annual basis to cover all hardware and software repairs for the life span of the AMH or up to 10 years. Agreement to be effective after the expiration of the one-year warranty. Must provide full details of what is included in the maintenance and repair services for software and hardware.**

Yes, this is covered under our one year warranty. The first year of service and maintenance costs is included in the purchase price of your flex AMH™ system. The library can choose to renew their Support and Maintenance Agreement for each year, but we can offer lower rates if your library chooses a 5-year or 10-year agreement. Please see the Pricing section for more details, and the sample SLA in the Appendix.

- **AMH will provide the option/ability for growth and the ability to change the layout if the system needs to be moved, modified, and/or reconfigured.**

Yes. Our flex AMH™ system is completely modular. Components can be added on or taken away in the future, dependent on the library's needs.

- **Ability to provide remote support of the AMH system using web-based remote assistance tools that utilize common network ports (i.e. 80 or 443).**

Yes. A critical aspect of bibliotheca solutions is having the ability to remotely troubleshoot potential problems, before sending field technicians to service your equipment. This saves your library staff and Bibliotheca time and money.

- **AMH receptacles which have ability to accept/support various bins for flexibility.**

Yes; however we recommend using our proposed bins, as they are designed to exactly fit our AMH system.

- **AMH must fit within an area of 10 feet-10 1/8 inches x 7 feet 10 11/16 inches and comply with California ADA space requirements.**

Yes, our proposed flex AMH™ system fits in the required area given.

- **Return bins must be ergonomic.(example: bin lowers as materials are deposited for damage-free returns and bin rises as materials are removed)**

Yes. Our proposed bins are spring-loaded; this means that if a staff member is unloading a bin, the bottom of the bin will raise higher as items are removed from it.

- **If selected, must be able to provide an architectural drawing of the sorter placement to include technical specifications, if requested.**

Yes; in fact, we have included these drawings in this proposal. Please see the applicable sections for more information.

Outcome Objectives

- **Contractor to deliver and perform complete system installation of automated materials handling sorter with:**
 - a. **Total of 4-sorting bin locations to include a total of 5-bins; (4) bins for each sort location plus (1) extra bin for overflow purposes**
 - b. **(1) interior staff facing sorting inlet with RFID scanning, and backdating capabilities**
 - c. **(1) 24-hour public facing exterior access inlet with fire suppression, RFID scanning, optional barcode reader/s and backdating capabilities.**
 - d. **Staff facing inlet receipt printer with ability to print hold, transit, etc slips per SDCL specifications**
 - e. **Public facing inlet receipt printer with ability to print customer receipts for items returned per SDCL specifications**

Yes. Our proposed system fulfills all of these objectives. It has a total of five bins; an interior staff-facing return complete with an RFID scanner and backdating capabilities (the latter is a software feature); an exterior patron return complete with fire suppression capabilities, RFID scanner, receipt printer, and optional barcode scanner.

- **Contractor shall configure sort rules to accommodate the business requirements and needs of SDCL.**

Yes. This will be accomplished during project implementation and installation. Your AMH system will be configured by the installers to accommodate the library's desired sorting needs.

- **Contractor will need to ensure AMH system is secure. Having such a device potentially fall on something or someone is a major safety concern in the event of natural disaster such as an earthquake or any other unforeseen circumstance. Secure method should meet any State of California standards or requirements.**

Yes. Our AMH systems are secure and have an extremely low chance of tipping over if an earthquake were to occur. While our systems are lower than 48" (the required height for securing items in California for earthquakes), the library can ultimately choose what is best in securing the AMH system.

- **Contractor shall provide thorough training of system to SDCL-IT and library branch staff after successful completion of system delivery, configuration, and installation. Training must be included at no additional charge.**

Yes. bibliotheca provides training for the initial implementation free of charge. We provide customized staff and technical training, scheduled in consultation with the library. Training plans and documentation are developed in detail with the customer project teams. Training is provided during installation by a combination of specialists, and is typically delivered on-site to groups of 6-8 people, with sessions lasting between 30 minutes to 2 hours depending on the level of training. We provide training on every single aspect of our AMH solution.

Training is provided for all library staff, from those in technical departments to those that oversee the circulation and reference desks. It is important that all of your staff are comfortable and confident in using and managing the system.

We help our customers prepare for their go-live date when they will introduce the new services to patrons. bibliotheca advises using staff as greeters, helping patrons approach and use the products. Patrons will see how simple the solution is to use and gain trust in using self-service.

Technical Training

It is recommended that technical training be performed prior to staff training. This will allow all systems to be configured to suit specific needs and address workflow related questions

prior to working with staff. These training sessions may loosely follow the outline shown below, dependent on staff needs. This will be determined during the kick-off meeting, led by your Project Manager. Training topics include:

- | Daily, monthly and yearly maintenance on the sorter
- | Troubleshooting
- | Changing receipt paper
- | Customizing and configuring software
- | Bin alerts
- | Sort criteria
- | Questions and answers

Staff Training

- | Daily, monthly and yearly maintenance on the sorter
- | Troubleshooting
- | Changing receipt paper
- | Customizing and configuring software
- | Bin alerts
- | Sort criteria
- | Questions and answers

When training is completed, all library staff will be able to:

- | Perform all system operator functions and supervisory override functions
- | Know common causes of system failure and their remedies
- | Follow instructions given by our staff over the phone for correction of system problems
- | Identify and perform preventive maintenance not routinely performed by bibliotheca
- | Provide additional internal training without our assistance

Additional training courses are available, for both standard and custom courses (on-site (\$1,500) or web (\$750)).

- **The Solana Beach branch should realize a 50% increase minimum in materials check-in and sorting efficiency in comparison to the current manual process which utilizes (2) or more personnel at a time.**

Yes. For a majority of bibliotheca AMH customers, at least an 80% increase in materials check-in are realized by the library.

- **First year of support and maintenance of AMH shall be at no additional cost to SDCL which includes parts and labor from successful installation and project sign off date.**

Yes.

- **Automated Materials Handler shall be delivered, installed, and fully functional by May 31, 2017. Date may be extended with the approval of SDCL.**

Our AMH solutions are custom-made for each of our customers. As such, our AMH solutions generally take as little as 12-16 weeks lead time. If bibliotheca received a purchase order at the end of April 2017, we could have your AMH solution delivered and installed by approximately June – July 2017. We recommend beginning the AMH implementation process as soon as possible, so that all project goals are fulfilled.

Process Objectives

Contractor shall achieve the following process objectives:

- **Contractor shall successfully deliver and install an Automated Materials Handling system with (1) interior staff inlet and (1) 24-hour access exterior public facing inlet with RFID scanning and fire suppression capabilities.**

Yes.

- **Contractor shall ensure 99% uptime of AMH system.**

Yes.

- **Contractor shall provide an AMH system that operates with the following minimum requirements:**

- a. 60db or less during operation.**
- b. Operate on standard 120V (SDCL to provide dedicated circuit).**
- c. Operate on standard RJ45 network connections using Cat5e cabling at a minimum and static IP/s (SDCL-IT to provide data connection/s and IP information).**
- d. AMH system must adhere to County of San Diego operating system standards for life of AMH system (*Currently Windows 7 Professional/Enterprise 64-bit)**
- e. Configuration of Windows operating system to perform scheduled Critical system updates to meet CoSD CTO standards**
- f. Configure Anti-Virus system software to perform scheduled updates to meet CoSD CTO standards**

Yes.

- **Contractor shall have replacement parts and equipment for their internal vendor support personnel in order to reduce system downtime for SDCL.**

Yes.

- **The Contractor must have a ready supply of parts and products warehoused in North America for quick shipment to internal vendor support personnel or to the SDCL in case of repair or replacement.**

Yes.

- **Contractor shall provide inclusion of CPU operating system upgrades and CPU hardware upgrades as needed or requested by the County of San Diego at no additional cost.**

Yes.

- **Contractor shall provide preventative maintenance on a bi-annual basis at a minimum at no additional cost to SDCL during the warranty period of the AMH system and during the repair and maintenance agreement.**

Yes.

- **Contractor shall work closely with SDCL Information Technology (SDCL-IT) personnel, ILS vendor and other 3rd party entities to troubleshoot and resolve technical issues as needed by SDCL. By third party, we are referring to any ITO partners that work with the County of San Diego. For example, if a materials sorter is not functioning or not at optimum performance, SDCL expects the vendor to work with SDCL-IT staff and the ITO partner to determine root cause and take appropriate actions to resolve. Third party members could be HPE and AT&T.**

Yes.

- **Contractor shall allow transfer of contract to County of San Diego Information Technology Outsourcing Partner at no additional cost should SDCL decide this is in the County's best interest.**

Yes.

Specific Requirements for Service Delivery

- **Successful delivery and installation of AMH system with (1) interior staff facing inlet and (1) 24-hour access exterior public facing inlet with fire suppression capabilities, RFID scanning, optional barcode readers, and receipt printers compatible with SDCL's barcode and RFID tagged materials for check-in and sorting processes.**

Yes.

- **Provide project manager professional services for implementation of an automated materials handling system to include but not limited to: shipping, physical installation, configuration, and end-user training.**

Yes. bibliotheca offers a consultative approach for project implementation. Your designated Project Manager gathers input from your Client Account Manager and other departments, such as Project Management, Software, Engineering, and Support, where each team contributes to ensure bibliotheca delivers your project on time and within budget. Our philosophy is to provide integrated end-to-end service, which is why we have qualified staff assisting at every step, committed to meeting project objectives.

Roles and Responsibilities: The roles and responsibilities of the Project Manager are shown below, with further information provided under each heading.

General

- | Day-to-day operational responsibility and accountability
- | Establishment of communications channels
- | Production and update of a project plan
- | Agreement of reporting procedures
- | Exception planning, risk identification, and assessment
- | Site survey organization
- | AMH project management
- | Provision of documentation

Solution Set-Up

- | Gather information to establish system configurations
- | Establish arrangements to undertake system set-up and testing
- | Confirm sign-off of all implemented solutions
- | Supervise configuration of software
- | Establish change control mechanisms

Delivery and Installation

- | Arrange delivery and staff training
- | Resource coordination and mobilization
- | Installation, commissioning and sign off acceptance

Formulating the Project Plan: Our Project Managers formulate detailed plans to deliver the project. The process begins early, and considers all solutions, configuration requirements, and any other needs. All hardware requirements will be confirmed, including non-standard finishes or other customizations. The Project Manager coordinates technical planning, including site survey confirmation, software configuration and testing, and equipment installation.

Managing Personnel: The Project Manager's main responsibility is to oversee bibliotheca involvement. The Project Manager creates a plan of communication to ensure all roles and responsibilities are defined and managed. The Project Manager also works with library staff, including IT and ILS personnel. This cooperation ensures a successful installation.

Relationship Building: The Project Manager fosters a strong relationship with your library. This contributes to the overall understanding and staff buy-in, and planning and implementation of rollout.

Risk and Contingency Arrangements: The Project Manager manages risk and contingency concerns. A detailed risk log is maintained and reviewed by the entire project team. A formal escalation route is defined so that if and when a risk element comes into scope, contingency arrangements can be put into action.

Responding to Change: The attention our Project Managers provide includes resource allocation time and investment at all levels, from attending board meetings to liaising with staff. bibliotheca addresses and determines customer support and involvement at the kick-off meeting, when a thorough, detailed schedule of requirements is determined. The level of internal resource depends upon implementation size and complexity.

Optionally, we offer on-site support during go-live dates, particularly during deployments in the early phase. This provides reassurance to your staff that any problems are handled quickly and without impact. A table of our typical lead times can be found below. Please note these are standard details, and each project implementation is slightly different. We would like to highlight the necessity for commitment on the main aspects that affect lead times and, ultimately, installation of the system as specified by the library. The project team's experience ensures that any adjustment to planning may be made without disruption to implementation.

- **Provide a service level agreement (SLA) that fits within SDCL's needs/requirements of 99% uptime.**

Yes. Please see the Appendix of this proposal for this document.

- **Provide professional support staff with inventory of replacement/spare parts to minimize downtime and maintain 99% uptime of AMH.**

Yes. Bibliotheca has the talent and scale to handle our customers' most pressing issues. We have developed an in-house support team that is the largest in the industry. In fact, most of our support calls are resolved and closed the first time a customer calls.

If an issue requires more in-depth assistance, our support technicians can remote-in to assist with software, and they will dispatch onsite technicians for hardware help that can't be resolved over the phone – it's that simple.

Bibliotheca-trained onsite technicians

Our team of 120-plus trained field representatives arrive in bibliotheca vans that are stocked with parts that solve the most common problems. We get you back up and running in no time!

bibliotheca technicians are required to complete weeks of training for each product before being certified to work on it. Many of our customers have been working with their bibliotheca tech for years. Our customers appreciate the consistency and compliment us on the high level of confidence that they have in their technicians. Many of our in-house support and onsite technicians have been working with these products for five-plus years on average. Some are 20-year veterans.

Fixes at your fingertips

We also provide support via our reporting and monitoring software, libraryConnect™, which you can access using any web browser. You can set up alerts and notifications for your staff so you can fix problems before your patrons notice that you have one. You can view current assets and see all of your locations, log new support cases, view help desk notes, and more. libraryConnect™'s custom area is the place to download the latest software updates and user guides related to your products.

Preserving your investment

By maintaining a current support agreement, your library is guaranteeing that your products will be operational at peak levels, always ready for patrons. You are also protecting your original investment. Here's more information about our hardware and software service and support levels.

Other vendors service and support	bibliotheca service and support
Say they'll send out an onsite support technician who must book a flight – and it may take a week or two for him or her to get there.	Online Support Portal 24-7. This website is your dashboard for all of your bibliotheca products.
Are slow to send parts or say everything will be fixed remotely.	In-house support. Hotline 24-7 and software support hours: 8AM – 7PM EST, 7AM – 6PM CST, 5AM – 4PM PST
May send an unqualified "smart hand" who has never seen your equipment. Other vendors can leave you and your patrons hanging!	On-site support. Trained and certified technicians in local service area, service vans stocked with spare parts, 4-hour call back and 8-hour on-site

- **Support personnel to successfully complete County of San Diego background verification process in order to work as a County of San Diego contractor or as required by the County of San Diego.**

Yes.

- **Provide inclusion and configuration of CPU operating system (currently Windows 7 Pro 32-bit or 64-bit), Anti-Virus Protection software and CPU hardware upgrades as needed or requested by the SDCL as part of maintenance agreement to meet County of San Diego IT requirements at no additional cost to SDCL or ITO.**

Yes.

- **Provide highly detailed documentation of AMH use and basic troubleshooting methods for SDCL staff use**

Yes. Documentation is provided free of charge in electronic and print formats for all products and for each release of software and/or hardware. All documentation is available via our libraryConnect™ software.

Documentation consists of patron guides, configuration and set up guides, and, in some cases, installation guides. Staff can request additional copies or have the documentation sent via email. Staff will be able to configure (as necessary), operate, and, if needed, diagnose products. All manuals feature clear, instructional images and step-by-step guidelines.

- **Provide SDCL with a support phone line and online system which allows but not limited to: opening of support cases, documentation of support cases, support case status and ability to extract data to Excel and PDF formats**

Yes. By maintaining a current support agreement, your library is guaranteeing that your products will be operational at peak levels, always ready for patrons. You are also protecting your original investment. Below we outline more information regarding our hardware and software service and support levels.

At bibliotheca, we start by building robust, reliable products. We have more than 30,000 customers using a variety of bibliotheca solutions. We design and build products so that they can easily be fixed, and then we provide Your Library with the best support and service in the industry.

Other vendors service and support	bibliotheca service and support
Say they'll send out an onsite support technician who must book a flight – and it may take a week or two for him or her to get there	Online Support Portal 24-7. This website is your dashboard for all of your bibliotheca products.
Are slow to send parts or say everything will be fixed remotely.	In-house support. Hotline 24-7 and software support hours: 8AM – 7PM EST, 7AM – 6PM CST, 5AM – 4PM PST
May send an unqualified "smart hand" who has never seen your equipment. Other vendors can leave you and your patrons hanging!	On-site support. Trained and certified technicians in local service area, service vans stocked with spare parts, 4-hour call back and 8-hour on-site

Our approach

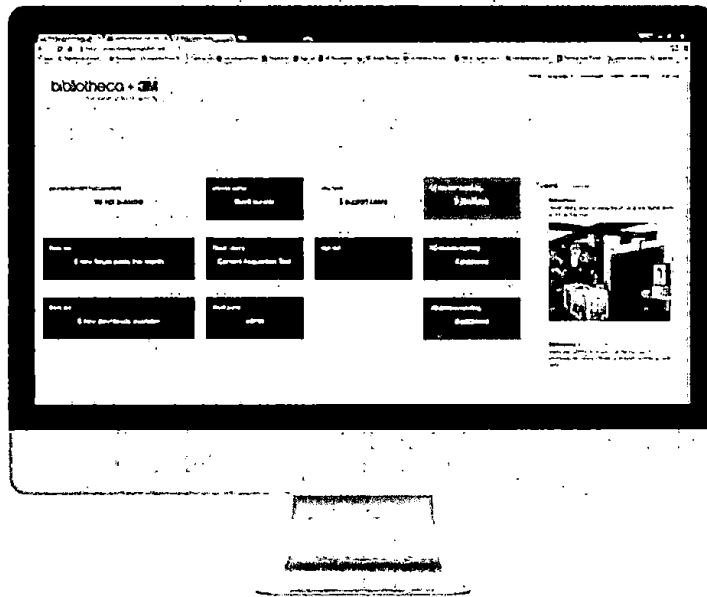
bibliotheca has the talent and scale to handle our customers' most pressing issues. We've developed an in-house support team that is the largest in the industry. In fact, most of our support calls are resolved and closed the first time a customer calls.

If an issue requires more in-depth assistance, our support technicians can remote-in to assist with software, and they will dispatch onsite technicians for hardware help that can't be resolved over the phone – it's that simple.

bibliotheca-trained onsite technicians

Our team of 120-plus trained field representatives arrive in bibliotheca vans that are stocked with parts that solve the most common problems. We get you back up and running in no time!

bibliotheca technicians are required to complete weeks of training for each product before being certified to work on it. Many of our customers have been working with their bibliotheca tech for years. Our customers appreciate the consistency and compliment us on the high level of confidence that they have in their technicians. Many of our in-house support and onsite technicians have been working with these products for five-plus years on average. Some are 20-year veterans.



Fixes at your fingertips

We also provide support via our reporting and monitoring software, libraryConnect™, which you can access using any web browser. You can set up alerts and notifications for your staff so you can fix problems before your patrons notice that you have one. You can view current assets and see all of your locations, log new support cases, view help desk notes, and more. libraryConnect™'s custom area is the place to download the latest software updates and user guides related to your products.

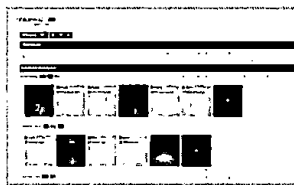
- **Frequency of services: Break/Fix Support: Daily or on an as needed basis by SDCL.**

Yes. All issues will be handled according to the proper procedures by our support team.

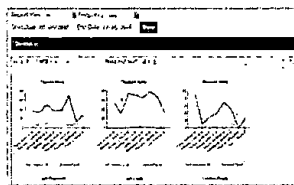
Data Collection and Reporting Requirements

- **Data collection and statistical reporting shall be performed using the reporting functions through the ILS which includes check-in of all materials being sorted through the AMH system.**

Yes. libraryConnect™ is the only place you need to go to manage your entire suite of bibliotheca solutions. This one-stop portal allows you to access more information, have full transparency on all your products and connect with other like-minded libraries.

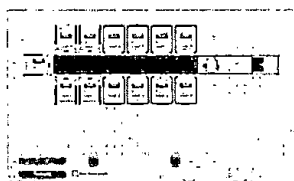


device configuration

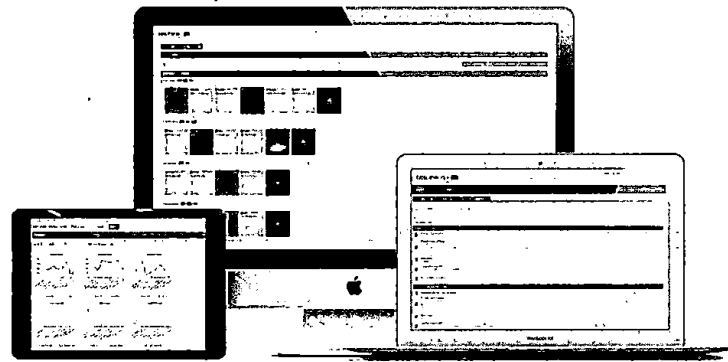


live reports

detailed statistics



flex visualizer™



Configure devices remotely and synchronize settings



View status and reports on your library self-service devices



Configure and manage flex AMH™ with integrated visualizer



Share ideas with other bibliotheca customers through an online forum



Access a wealth of self-help training materials, including videos and patron guides



Access online customer support portal

- **For troubleshooting purposes, contractor may be required to run network monitoring software such as but not limited to Wireshark to assist in troubleshooting potential network latency issues that may be affecting the AMH and have local log files available for additional troubleshooting purposes.**

Yes. These conditions will be dealt with by our support team. While they do use their own network monitoring software, this particular software agreement can be incorporated into the support contract between bibliotheca and the library.

Invoice Requirements

- **Invoice shall be submitted to the County Library after installation and testing have been deemed satisfactory by County Library Personnel to include but not limited to SDCL-IT and BFS staff.**

Yes.

- **Invoice shall be Net-30.**

Yes.

Additional Information

Company Background and Experience

Our solutions help libraries connect with their patrons, engage their communities, and evolve their offerings so they can transform into indispensable, equitable community hubs that inspire creativity, collaboration and life-long learning.

bibliotheca was formed in the spring of 2011 when the three leading independent companies of bibliotheca, Intellident and Integrated Technology Group merged to create a single, global entity. In January of 2012, the Group was extended further with the acquisition of Trion AG, and more recently, in October 2015, the Group was extended further when their shareholders (OEP) acquired in full the 3M Library Systems business.

bibliotheca is dedicated to the development of solutions that help sustain and grow libraries around the world. Our products are designed to provide a welcoming, intuitive and seamless environment for those that use the library – wherever they choose to use it - be that at home, on the move or within the foundation of the library itself.

We have direct operational offices on all major continents, together with dedicated distributors who offer our solutions across a further 70 countries. We are proud to have over 30,000 unique libraries as part of our family, with a deployed equipment range in excess of 10,000 individual self-service units, 6,000 security systems and over 650 automated materials handling (sorter) systems. In addition, our digital platform features content from over 1,000 publishers and is available through almost 3,000 libraries.

Our business at a glance

bibliotheca is a large, stable company with a long history of serving the library community.

- | Direct sales and support offices in 11 countries
- | An extended partner network of over 70 organizations
- | Over 75 million new items tagged every year
- | Over 350 directly employed staff, dedicated to libraries
- | In excess of 30,000 individual customers globally
- | Over 50,000 unique pieces of equipment supported in the field
- | Operating performance, one of the strongest in the industry
- | Increased our operating margins and profitability for three consecutive years

Partnerships

As a major technology provider for libraries across the United States and Canada, we partner with other vendors that provide different solutions in the library industry. By forming these meaningful relationships, we align our products to work with other systems to make integration as seamless as possible for our customers.



Financial

bibliotheca is a large, stable company with a long history of serving the library community.

- | Operating performance is one of the strongest in the industry, and we have increased our operating margins and profitability for five consecutive years.
- | Financial results are audited annually, and we continue to receive clean audit opinions. bibliotheca's cash flow from operations in 2016 was eight-figures large.
- | Solid credit report, with on-time payables, no liens or judgments, and a low financial stress score.
- | To ensure you are protected, bibliotheca is pleased to offer source code escrow through Iron Mountain for a nominal fee.

Facilities

bibliotheca has two US offices: one in Atlanta, Georgia and the other in St. Paul, Minnesota. We have direct operational offices on all major continents, together with dedicated distributors who offer our solutions across a further 70 countries. We are proud to have more than 30,000 unique libraries as part of our family, with a deployed equipment range in excess of 10,000 individual self-service units, 6,000 security systems and over 650 automated materials handling (sorter) systems. In addition, our digital platform features content from over 1,000 publishers and is available through almost 3,000 libraries.



Company Leadership



Mike Levine, President, Americas

Mike is a proven entrepreneur and business builder with over 25 years of Executive Leadership, Marketing, Business Development and Direct & Channel Sales experience in the software industry. Throughout his career, Mike has been a self-starter and a dynamic leader with a proven track record of success in building high performing customer centered teams.



Al Coalla, President of Sales

Al has worked in sales and technical support management as well as account & product development and library service companies for more than 22 years. Al has served as President, North America for bibliotheca since October 2012. Since taking the reins, Al realigned the North American organization by growing the Support and Project Delivery teams, doubling the Sales team, and creating a Customer Account Management team.



John Lehman, President of Operations

Before joining bibliotheca in 2015, John served as the Service Manager at 3M Library Systems since 2002. He was responsible for leading technical services, field services, and software support programs. John received his Bachelors in Organizational Management and Communications, with a focus in Information Technology Systems and Support from Concordia College in St. Paul, MN. John also holds a Six Sigma Green Belt Certification.



Bryan Pasteryk, Vice President of Sales

Bryan has been in technology sales for over 20 years, and library technology since 2003. He started as Business Development Manager for bibliotheca before being promoted to Vice President, West in October 2012, and eventually Vice President of Sales in January 2015. In this position, Bryan oversees sales in the US and Canada. Bryan is based in Frisco, Texas where he lives with his wife and daughters.



Dave Noll, Sales Manager, West

Dave brings over 20 years' experience working in high technology, where he has held sales, marketing, and management positions in both the software and hardware segments. During his career, he has assisted large, progressive libraries on the West Coast in selecting technology for the future. Dave joined bibliotheca after working in the ILS sector. Dave received a Bachelor of Science in Management from Purdue University.

bibliotheca Project Team



Mason Humphrey, Business Development Manager
877-207-3127 ext. 312 | m.humphrey@bibliotheca.com

Mason got his start in the library industry when he joined 3M Library Systems in 2014, and became a Business Development Manager when the company merged with Bibliotheca in October 2015. Some of his most notable accounts include Los Angeles Public Library, San Diego State University, and Boise Public Library. He graduated from the University of Wisconsin, Stout with a Bachelor of Science in Business and Sales.



Virginia Phillips, Client Account Manager
877-207-3127 ext. 122 | v.phillips@bibliotheca.com

Virginia joined Bibliotheca in 2012, and immersed herself in every aspect of our business, beginning as a Customer Experience Specialist. Now serving as a Customer Account Manager, Virginia is responsible for ensuring that the customers in her territory receive the best support from Bibliotheca. Virginia has over 22 years in sales experience, gathered from a variety of industries. She lives in Atlanta with her husband and six children.



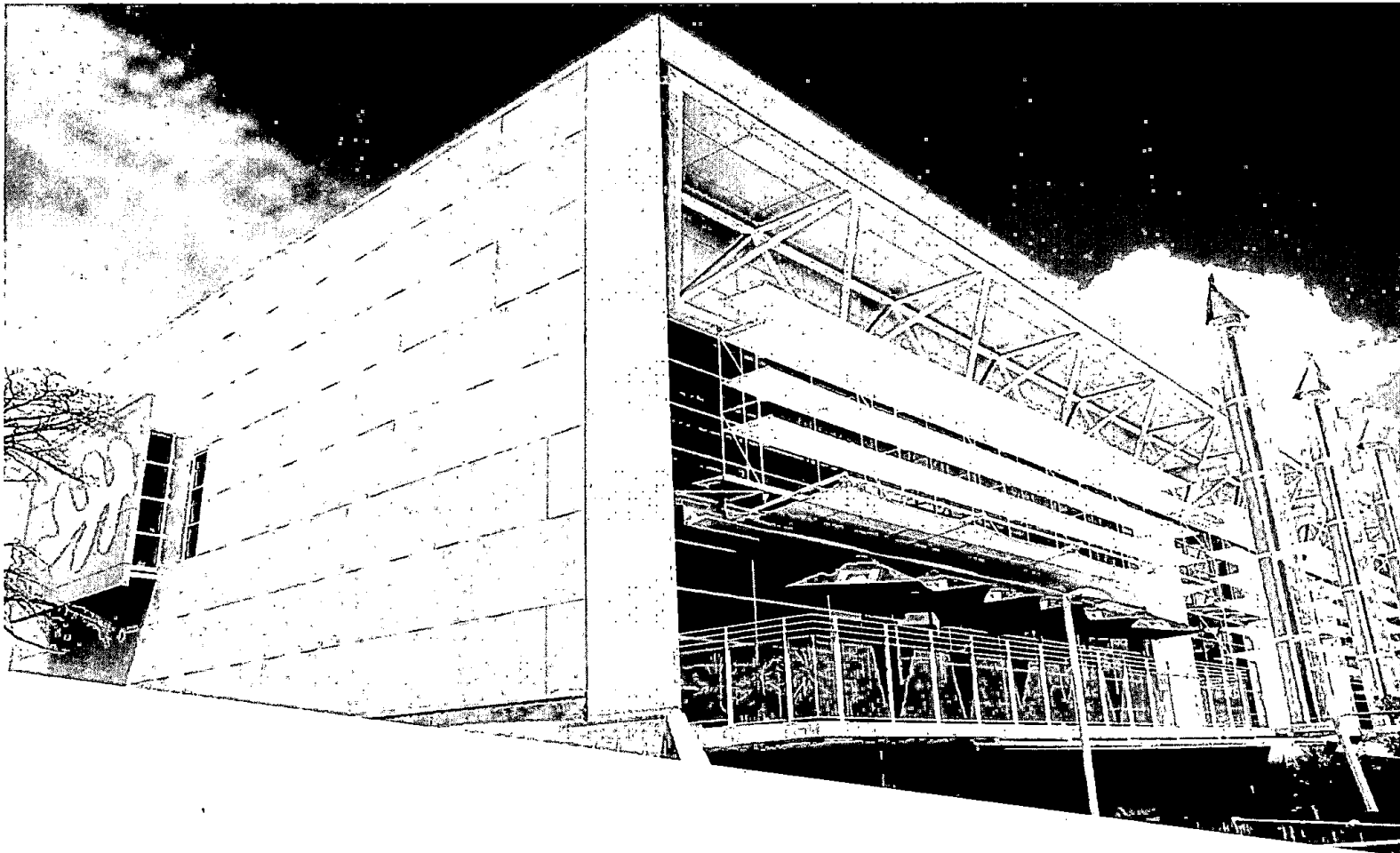
James Beaver, AMH Sales Specialist
877-207-3127 ext. 150 | j.beaver@bibliotheca.com

James joined Bibliotheca in 2008, bringing with him a diverse background in customer service & support, field service, installation, and training. James is also a Navy veteran. He holds a certification in Information Technology, and has an Associate's Degree in Electronics. While at Bibliotheca, James has served in various positions and possesses a well-rounded knowledge of the company's operations as a whole. Currently, James works as an AMH Sales Specialist where he assists in creating customized automated materials handling systems for libraries in the US and Canada.



Katie Maddox, Proposal Writer
877-207-3127 ext. 116 | k.maddox@bibliotheca.com

Katie joined Bibliotheca in 2015 as a Proposal Writer. Our bid team grew after joining ranks with 3M Library Systems. Along with her teammates, Katie coordinates assigned proposals from start to finish, ensuring that the library receives the best response to its RFP. Katie earned her Bachelor of Arts in English, Professional Communications from Armstrong State University in Savannah, GA.



References

Carlsbad City Library

ILS

SirsiDynix Symphony

1775 Dove Lane

Carlsbad, CA 92011-4948

Annual Circulation

1,354,453

Collection

279,752

Devin Castel, IT Manager

Devin.castel@carlsbadca.gov | 760-602-2065

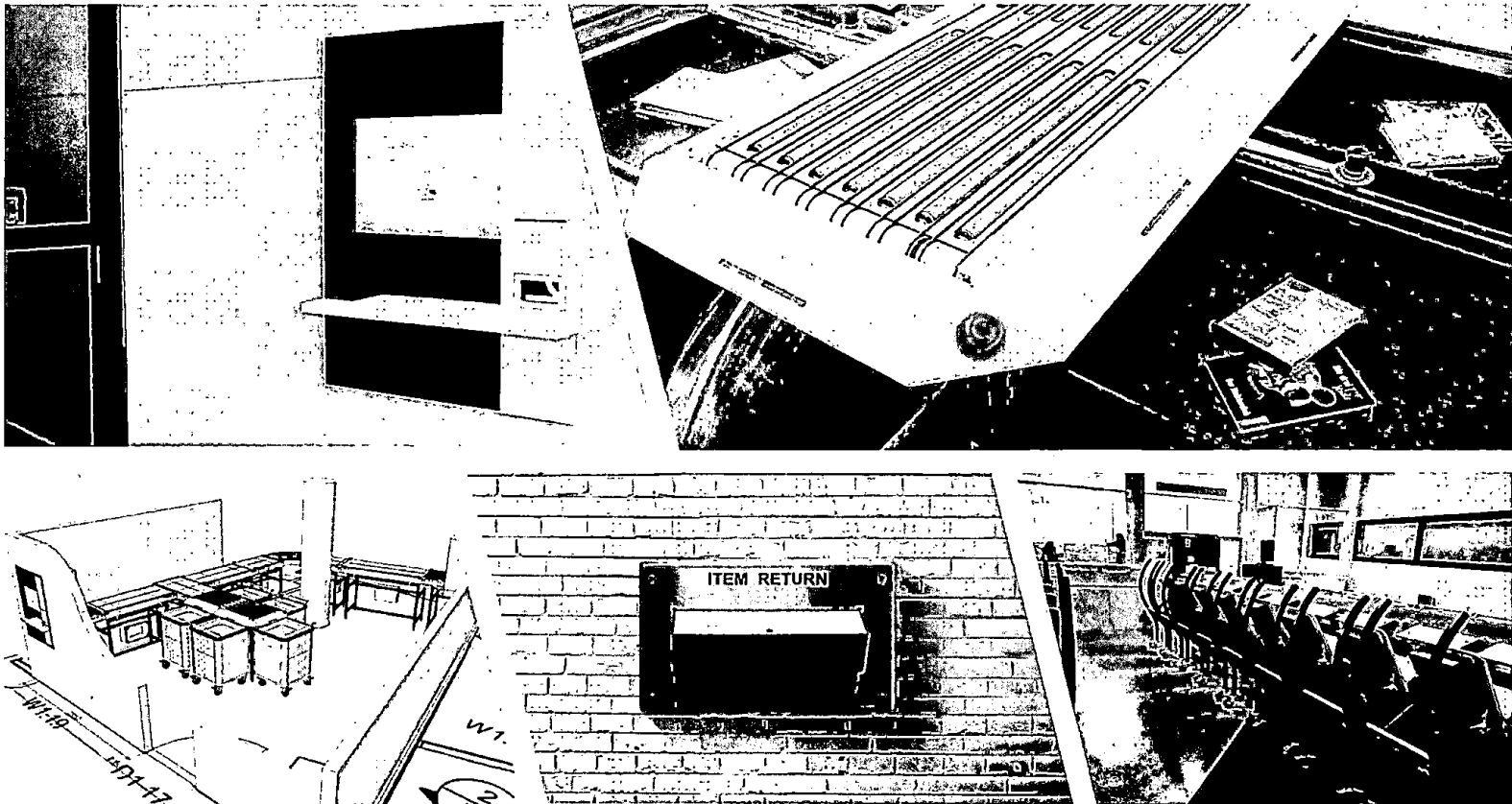
Installation Years

2009-present

Products

300 AMH with 16 bins, one patron return, and 5 RFID staff workstation





Reference

Murrieta Public Library

ILS

Polaris

8 Town Square

Murrieta, CA 92562-7291

Annual Circulation

446,422

Elise Malkowski

emalkowski@murrietaca.gov | 951-461-6135

Installation Years

2009- present

Products

1 FX AMH with additional inductions, 2 returns

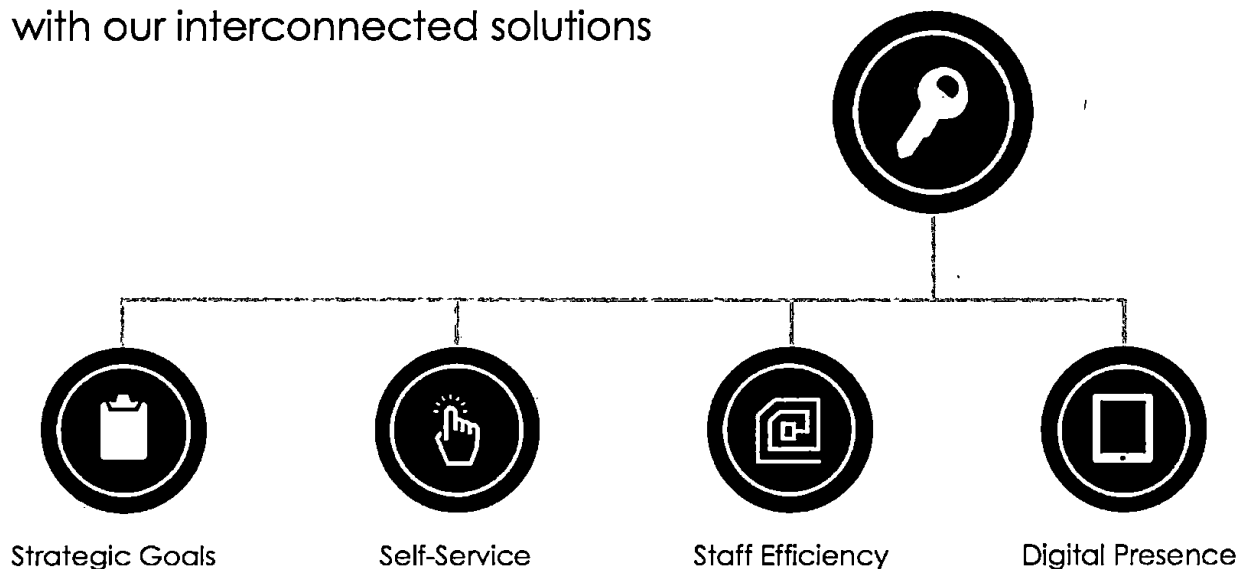
Proposed Solutions

The San Diego County Library- Solana Beach Branch wishes to free staff from the labor-intensive tasks of materials sorting. Thus, it is critical to implement an intuitive, easy-to-use self-service model. With bibliotheca, increasing productivity via AMH technology has never been easier. We propose a solution that is incredibly easy to use – allowing staff at your library more time to tend to services that their patrons value most.

The following pages outline the AMH solution we recommend. Please refer to the Appendix at the end of our proposal response for more in-depth product, software and service information regarding our proposed solution.

An interconnected approach is the key to success.

We enhance all areas of your library
with our interconnected solutions



The following diagram demonstrates the value our flex AMH™ system provides to your staff:

Before Check-in Automation:

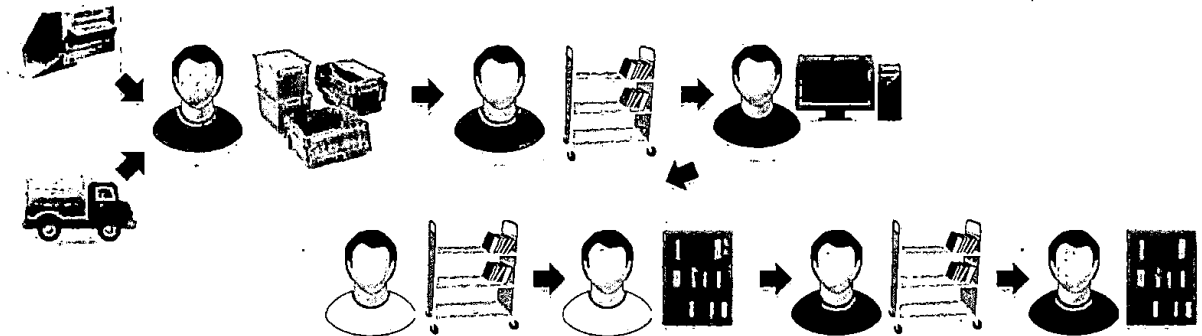


Figure 1: Pre-automation. Without the help of an automated check-in solution, there can be eight hands-on, repetitive steps. Such repetition requires San Diego County Library – Solana Beach Branch staff to handle the same item up to 12 times during the typical 5-7 day re-shelving period.

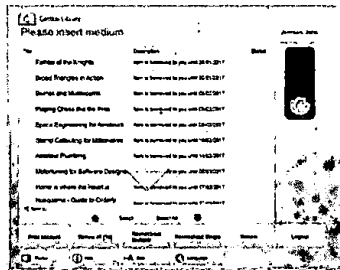
After Check-in Automation:



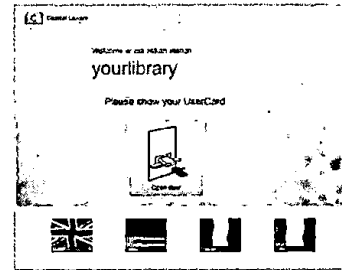
Figure 2: Post-automation. With the help of a flex AMH™ system, San Diego County Library – Solana Beach Branch staff will drastically reduce the number of staff touches and time involved in the check-in process. Our product solution minimizes the check-in process to only four steps in which your staff handles items only 1-2 times – streamlining productivity to 24 hours.

bibliotheca quickConnect AMH™

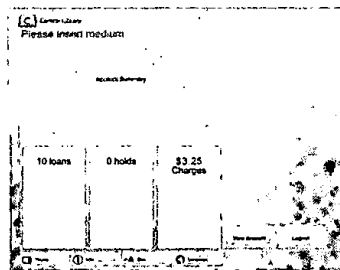
Return and sorting is only easy if it's flexible. Our innovative AMH software was designed to easily accommodate unique library needs. quickConnect™ AMH delivers an engaging patron experience for all types of return and sorting interactions. Whether a patron is renewing an item or simply returning a stack of books, quickConnect™ AMH saves time for library patrons and staff.



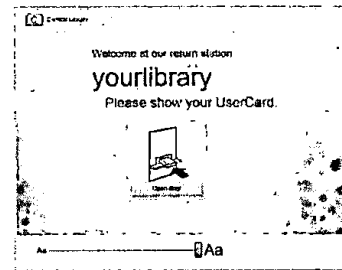
return and renew



languages



account summary



accessibility



Flexible workflow and media handling via configuration



Convenient and accessible receipt printing



Multiple time-based sort strategies and operation modes



Easily customized patron interface themes and templates



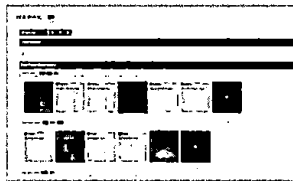
Ability to configure multiple ILS connections



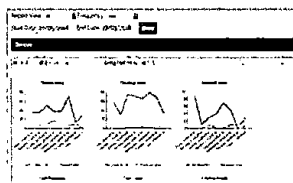
Multi-language support with 22 default languages

bibliotheca libraryConnect™

Everything you need in one place. libraryConnect™ is the only place you need to go to manage your entire suite of bibliotheca solutions. This one-stop portal allows you to access more information, have full transparency on all your products and connect with other like-minded libraries.

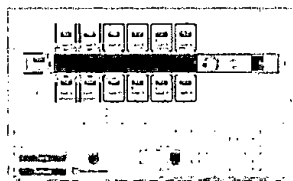


device configuration

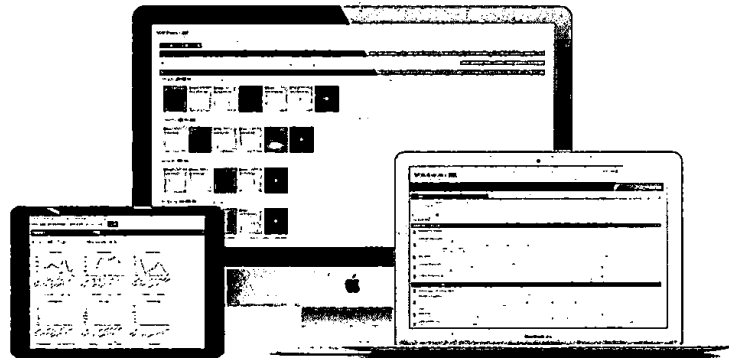


live reports

detailed statistics



flex visualizer™



Configure devices remotely and synchronize settings



View status and reports on your library self-service devices



Configure and manage flex AMH™ with integrated visualizer



Share ideas with other bibliotheca customers through an online forum



Access a wealth of self-help training materials, including videos and patron guides



Access online customer support portal

bibliotheca quickConnect™ system manager

Simple back-end management. Behind the intuitive patron-facing side of quickConnect™ lives an extremely powerful staff management tool that gives you access to a range of information and statistics, while also letting you control features on the front end. Accessible through libraryConnect™, you can change the fonts, font sizes, colors and themes, as well as make changes to the workflow – configuring if, and when, certain dialogue boxes or options should be presented.



Control your library theme

Choose from dozens of customizable templates and themes to design an experience that reflects your library



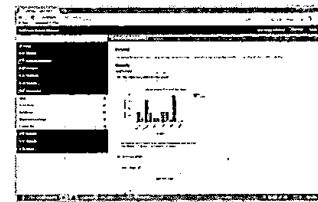
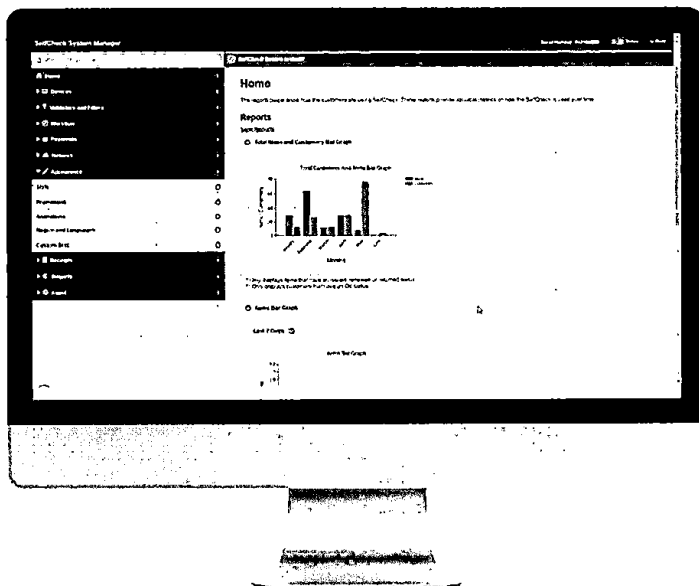
Data-driven success

Use powerful reporting tools to monitor your self-service and see how your patrons are interacting with your library promotions

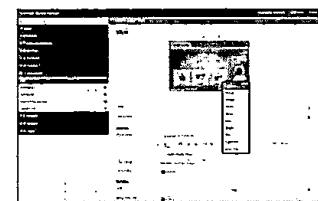


Features at your fingertips

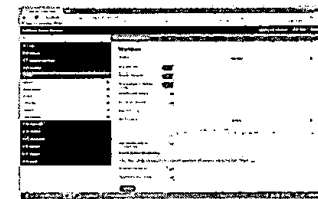
Display available features or choose the ones that work best for your library



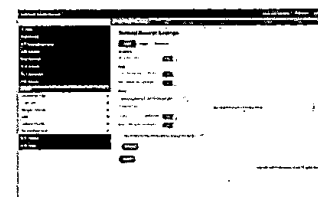
home



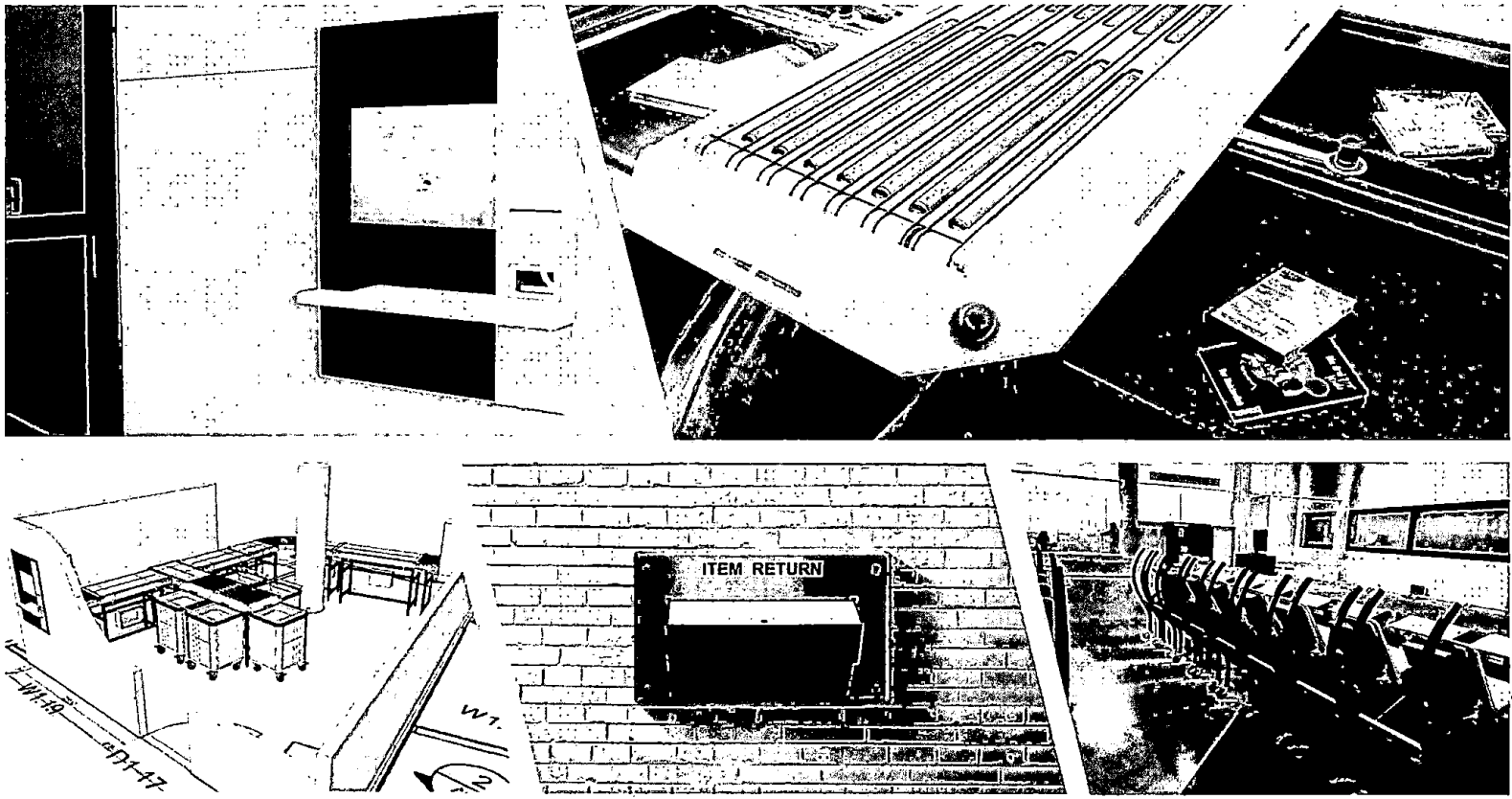
appearance



workflow



receipts



flex AMH™ by bibliotheca

Flexible return and sorting system. Create the perfect return and sorting solution that is configured to fit your space and budget, providing you with the best overall value. We simplify the materials handling process, so you can evolve your service and deliver the best overall library experience for your community.



Completely customized for you

Our fully modular design allows us to create any type of solution to fit your specific space.



RFID, EM and barcode based

There is no need to convert your collection to a specific format in order to start taking advantages of efficient return & sorting processes at your library.



Return multiple items at once

Easily integrate the flex AMH™ system with any standard book drop. This allows patrons to quickly return multiple items and carry on with their day.



Move items across multiple floors

By automating the collection of materials from many return points, you can simplify the complexity of getting items back on the shelf fast.



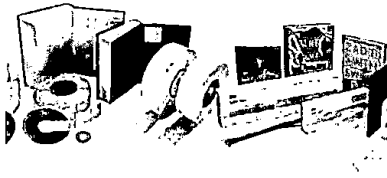
Select from many types of bins

We have a smaller, more square bin, a large rectangular bin, and our autoBin™ even senses the level of books in the bin and brings them all to the top for you.



Sort items into stacking carts

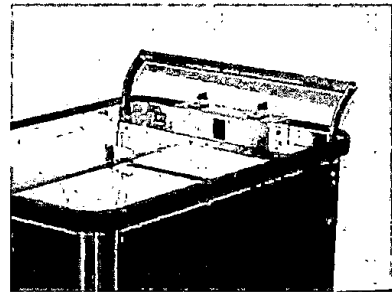
For the ultimate ergonomic solution, we offer the flex stackingCart™, where books are sorted with their spines in an outward facing direction and stacked neatly. -



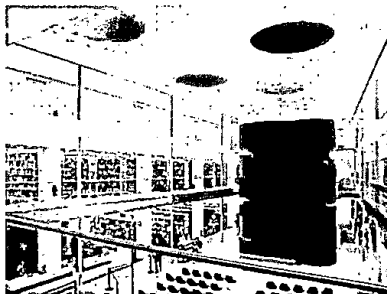
flex AMH™
works with your technology



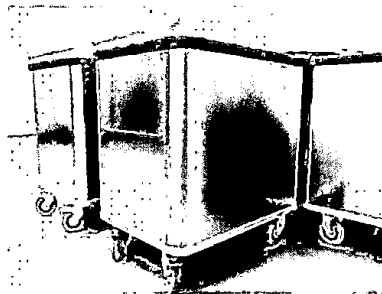
flex bulkSeparator™
return multiple items at once



flex autoBin™
always keep items at the top



flex transportationSystems™
move items across multiple floors



flex bin™
sort into large, spacious bins



flex stackingCart™
sort into neatly organized stacks

Project Implementation

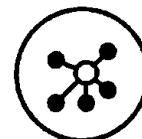
We take a simple, clear approach to project management. To aid in a quick, seamless implementation, bibliotheca provides engineers trained in library technology for all project installations. This ensures that installation is kept on track. We recommend that each library undergo a site survey to assess security requirements and suggested methods of installation. This site survey will identify the best location and space for product operation and servicing.



1. Ensure scope is clear and agreed



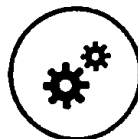
2. Manage the past order detail



3. Initiate and manage your project



4. Deliver and install your solution



5. Provide on-going service and support



6. Ensure ROI and ongoing success

Acceptance Tests

All bibliotheca projects are implemented by our experienced installation teams. These installers check system connectivity, define configuration and test functionality, particularly in relation to conducting testing with the ILS. After this, software will be tested and approved by our installation team. Any software changes are identified and addressed as soon as possible and returned to the library for further testing and sign off.

By using this industry-proven method, we are able to ensure that all software is fully operational early in the project, and any installation delays and issues are minimized. For hardware, all testing and training is performed on-site with staff. Some of these tests are:

- | | |
|---|---|
| Connection to SIP2 server | Retrieving charge details and making payments |
| Patron and item information lookup | Retrieving reservation details |
| Patron information lookup with PIN number | Returning an item that can be re-shelved, needs attention, and cannot be returned |
| Borrowing item that works/fails | |
| Renewing item that works/fails | |

Installation Responsibilities

Activities	bibliotheca	Library
General		
Project kick-off meeting	✓	✓
Day-to-day operational responsibility and accountability	✓	
Establish communication channels and agree on reporting procedures, including reporting frequency	✓	
Produce and update project plan to include all steps	✓	
Review and agree on installation plan, including change control	✓	✓
Exception planning/risk identification and assessment	✓	
Organize site surveys	✓	
Manage item tagging	✓	✓
Provide documentation (patron guides and manuals)	✓	
Solution Set-Up		
Arrange installation of power and network access points for solutions and conduits as defined by the site survey		✓
Construction/electrical considerations, hole drilling, wall cut outs, etc. and procurement of SIP2 licenses.		✓
Gather information to establish software configurations, kiosk configuration, gate set-up, tagging software, confirming data model and installation of monitoring software for back and front office operations	✓	✓
Establish arrangements with the library, IT, and stakeholders to undertake system set-up and testing	✓	✓
Confirm sign-off for installation of implemented solutions	✓	✓
Supervise configuration of software solutions	✓	
Delivery and Installation		
Arrange delivery of consumables and equipment	✓	
Resource coordination/mobilization	✓	
Establish installation/sign off acceptance procedures	✓	✓
Deliver staff training to agreed schedules	✓	✓

Timeline & Approach

The San Diego County Library – Solana Beach Branch wishes to begin its AMH project as soon as possible and have implementation completed on or near the end of April. Project management is clearly defined at the kickoff meeting, where bibliotheca outlines roles and responsibilities for project personnel; project monitoring and review; escalation; change management; and frequency and reporting method for status meetings.

Phase 1 | Initial Project Activities

In the initial phase, **within five calendar days after contract award**, the following steps occur:

1	Review product mix to determine products and quantities to be ordered and implemented.
2	Draft and sign agreements between Library and bibliotheca.
3	Set up billing/accounting between Library and bibliotheca.
4	bibliotheca briefs onsite Project Manager and rest of project team.
5	bibliotheca send new customer welcome packet to your Library. This packet includes: <ul style="list-style-type: none"> A Welcome Letter Sales Order Confirmation All required questionnaires Support and Maintenance Agreement Service Level Agreement Lifecycle Policy document
6	Library assigns a Project Lead.
7	Hold initial project management meeting between bibliotheca and Library to review, refine, and update project plan. Project plan includes initial rollout schedule.
8	Hold kick-off meeting: <ul style="list-style-type: none"> Review, refine, and approve overall project plan, including rollout schedule; Introduce all players/provide contact information; Provide samples of all communications and tracking documents.

In Phase 1, the processes required to monitor and guide project progress are designed and put into place, including status reporting, issue tracking/resolution, scope, and quality assurance.

Phase 2 | Equipment Configuration

Within Phase 2, activities fall into two sub-phases: Library Project Set Up and AMH configuration. bibliotheca will create a document that indicates the required configuration for all equipment and software, as well as testing criteria for each. This document will be deemed acceptable once the Library reviews and agrees all steps for set up and configuration have been identified, and testing plans and criteria are acceptable.

Sub-Phase 1: Library Project Set Up

Activity	Library	bibliotheca
Receive purchase order (PO) for Library. Final products set and agreed upon.		✓
Set up Library in bibliotheca system. bibliotheca will validate PO and accept order into system.		✓

Sub-Phase 2: Hardware Configuration & Confirmation

Activity	bibliotheca	Library
1 Finalize configuration preferences.		✓
2 Review outstanding planning and installation questions with staff.	✓	
3 Request list of patron & item numbers (and test materials if required) from Library.	✓	
4 Compile list of sample patron and items numbers for use during testing.		✓
5 Return completed questionnaire.		✓
6 Review questionnaire and verify that all materials and information have been obtained.	✓	✓
7 Review questionnaire with bibliotheca, noting any special circumstances in the library and, if affecting installation, how they will be handled by the library.		✓
8 Begin software configuration.	✓	
7 Address final outstanding technical issues.	✓	✓
10 Receive sample items from Library (if necessary).	✓	
11 Follow up on technical issues and provide progress report.	✓	
12 Verify software configuration and customization is complete.	✓	
13 Test functionality and connectivity.	✓	
14 Review test results, verify configuration.	✓	✓
15 Make final corrections based on review.	✓	

16	Provide progress report, and develop preliminary installation schedule.	✓	
17	Schedule installation of hardware.	✓	✓

Phase 3 | Install and training library staff

Phase 3 includes AMH installation and all staff training. **Within Phase 3**, activities fall into two sub-phases: Installation/Training and Go Live/System Acceptance.

Sub-Phase 1: Installation and Training

Activity	bibliotheca	Library
1 Refine and complete installation schedule.	✓	✓
2 Provide installation and training schedule to Library.	✓	
3 Schedule staff training and availability.		✓
4 Ship remaining equipment to Library.	✓	
5 Schedule installer/trainer and make travel arrangements.	✓	
6 Receive and verify equipment.		✓
7 Ensure elements are in place for the installers' arrival (i.e. electrical needs/wiring, holes are drilled, SIP2 licenses, wall cut-outs, construction, etc.)		✓
8 Install AMH equipment and necessary software.	✓	
9 Verify AMH installation is complete and operational.	✓	✓
10 Install remainder of equipment.	✓	
11 Hold training sessions.	✓	✓

Sub-Phase 2: Go Live/System Acceptance

Activity	bibliotheca	Library
1 Operate as instructed by bibliotheca.		✓
2 Monitor library; make adjustments.	✓	
3 Verify system is operational; complete acceptance test plan.		✓

Acceptance plan will be delivered and executed by bibliotheca and the Library. All items on the acceptance plan will be signed off on by the Library and bibliotheca.

Client Account Management

Your Client Account Manager is your library's main point of contact here at bibliotheca. They will assist with any and all concerns that your or your staff may have during and after project implementation. They will continue to work with your library, to ensure that your library is happy with our provided solution, service, and continue to evaluate your library's needs to help provide any future solutions. Some concerns that your Client Account Manager will assist you with include:

Product and support issues: your Client Account Manager will assist in dealing with any concerns and issues with your library's bibliotheca products and support issues. From the first phone call, he or she will work with your library and proactively manage the process, ensuring that the relevant departments are involved and acting to ensure any issues are resolved in a timely manner.

Reporting on the quality of services: your Client Account Manager ensures that your library continues to receive high quality service, and will monitor and report back on the quality of the services we provide. This will be achieved by a combination of approaches, including face-to-face meetings, email, and telephone calls.

A crucial element of a successful implementation is ensuring that our customers are happy with the end product. More than that, after the actual installation itself, libraries need to know that they will have a point of contact in regards to how they feel about the support they are receiving. The Library's Client Account Manager ensures that your experience with bibliotheca is meeting, and continues to meet, your highest expectations.

Your Client Account Manager lays the foundations for a successful and mutually beneficial relationship between our two organizations. Regular contact enables us to gain valuable feedback directly from our customers, ensuring any internal issues are addressed and that overall performance targets and objectives set out by the Library are met. Your Client Account Manager has a singular focus: to ensure that every interaction between your library and our company demonstrates bibliotheca's commitment to customer satisfaction.



County of San Diego
EXHIBIT C - PRICING SCHEDULE

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Automated Materials Handler Sorter	1	Each	\$ 67,967.31	\$ 67,967.31
2	Installation	1	Dollar		\$ 0
3	Shipping	1	Dollar		\$ 0
4	Training	1	Dollar		\$ 0
Total Price					\$ 67,967.31

MAINTENANCE FEE SCHEDULE

SDCL shall have an option to renew maintenance agreement on an annual basis to cover all hardware & software repairs, to include labor and incidental expenses for up to 10 years.

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6	Year 3 – Maintenance Agreement for Software	1	Annual	\$ Included above
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14	Year 7 – Maintenance Agreement for Software	1	Annual	\$ Included above
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18	Year 9 – Maintenance Agreement for Software	1	Annual	\$ Included above
19	Year 10 – Maintenance Agreement for Hardware	1	Annual	\$ 8,359.86
20	Year 10 – Maintenance Agreement for Software	1	Annual	\$ Included above

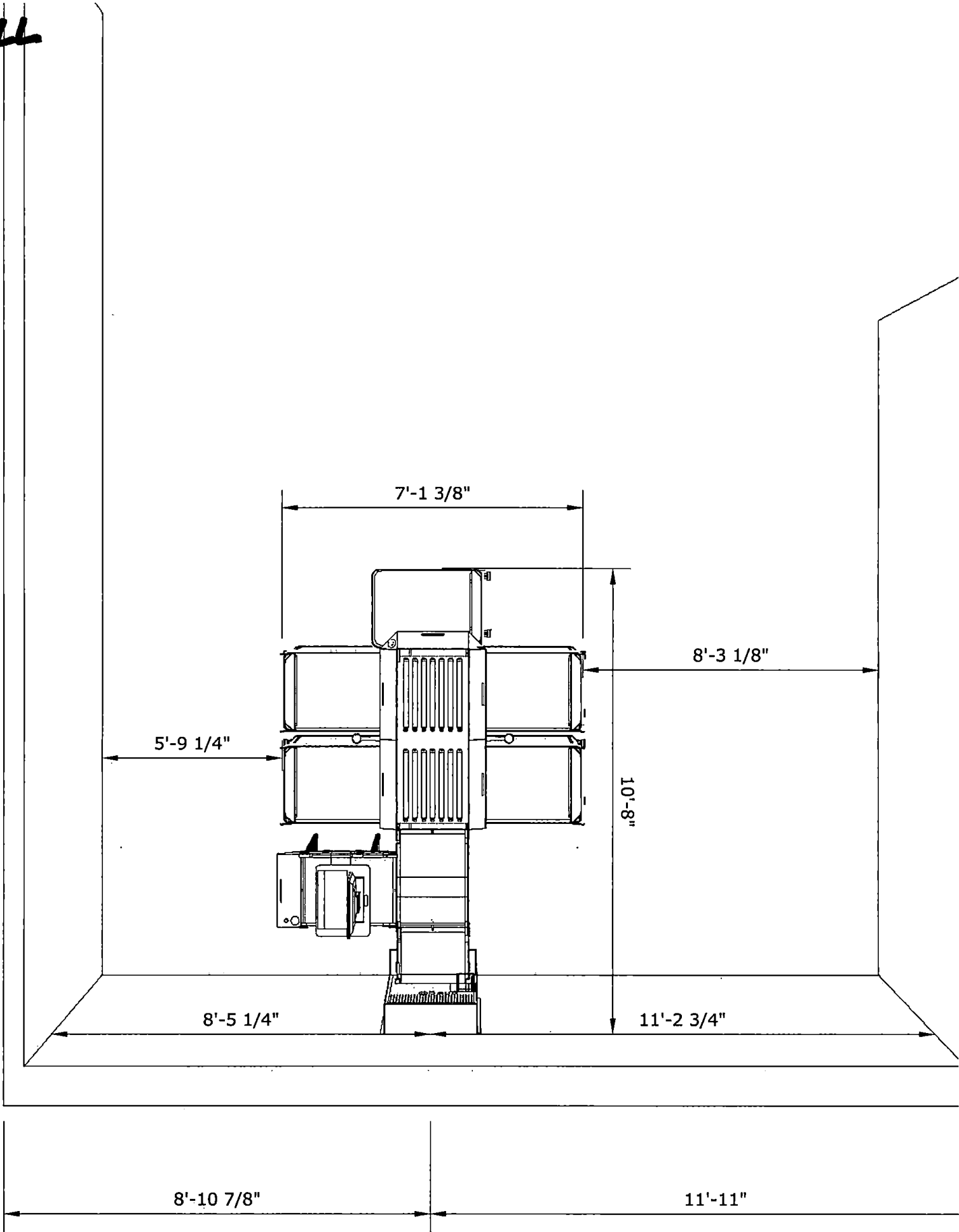
SUBMIT THIS COMPLETED FORM WITH YOUR QUOTE

bibliotheca
403 Hayward Ave. N.
Oakdale, MN 55128

3169 Holcomb Bridge Rd., #200
Norcross, GA 30071

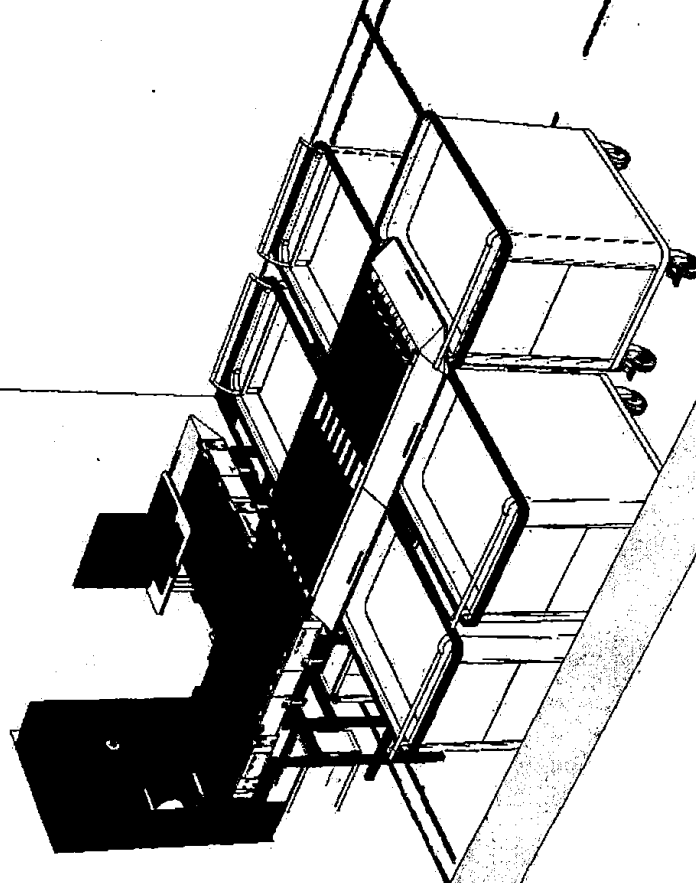
www.bibliotheca.com
info-us@bibliotheca.com

LL



SORTER
W105

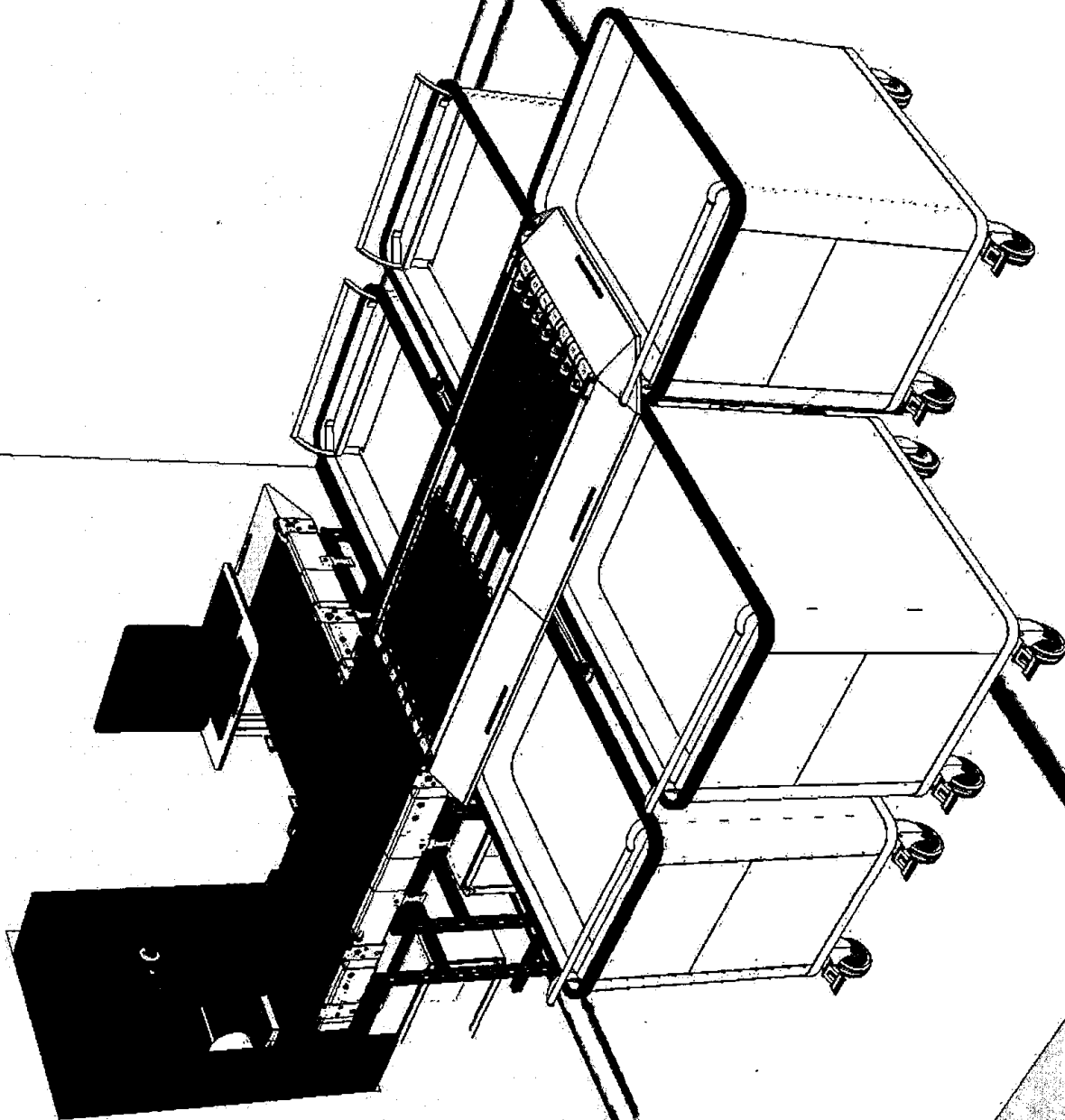
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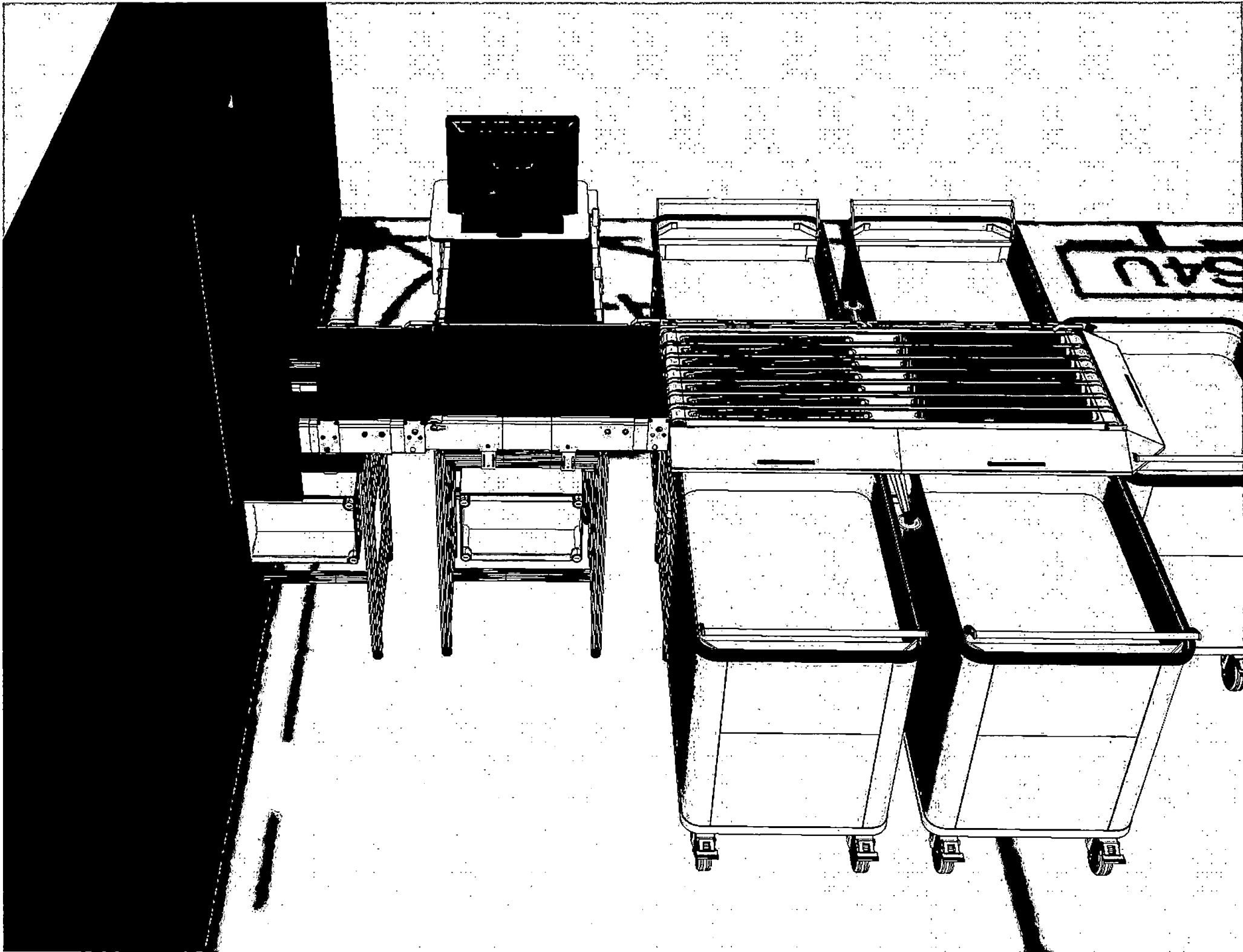


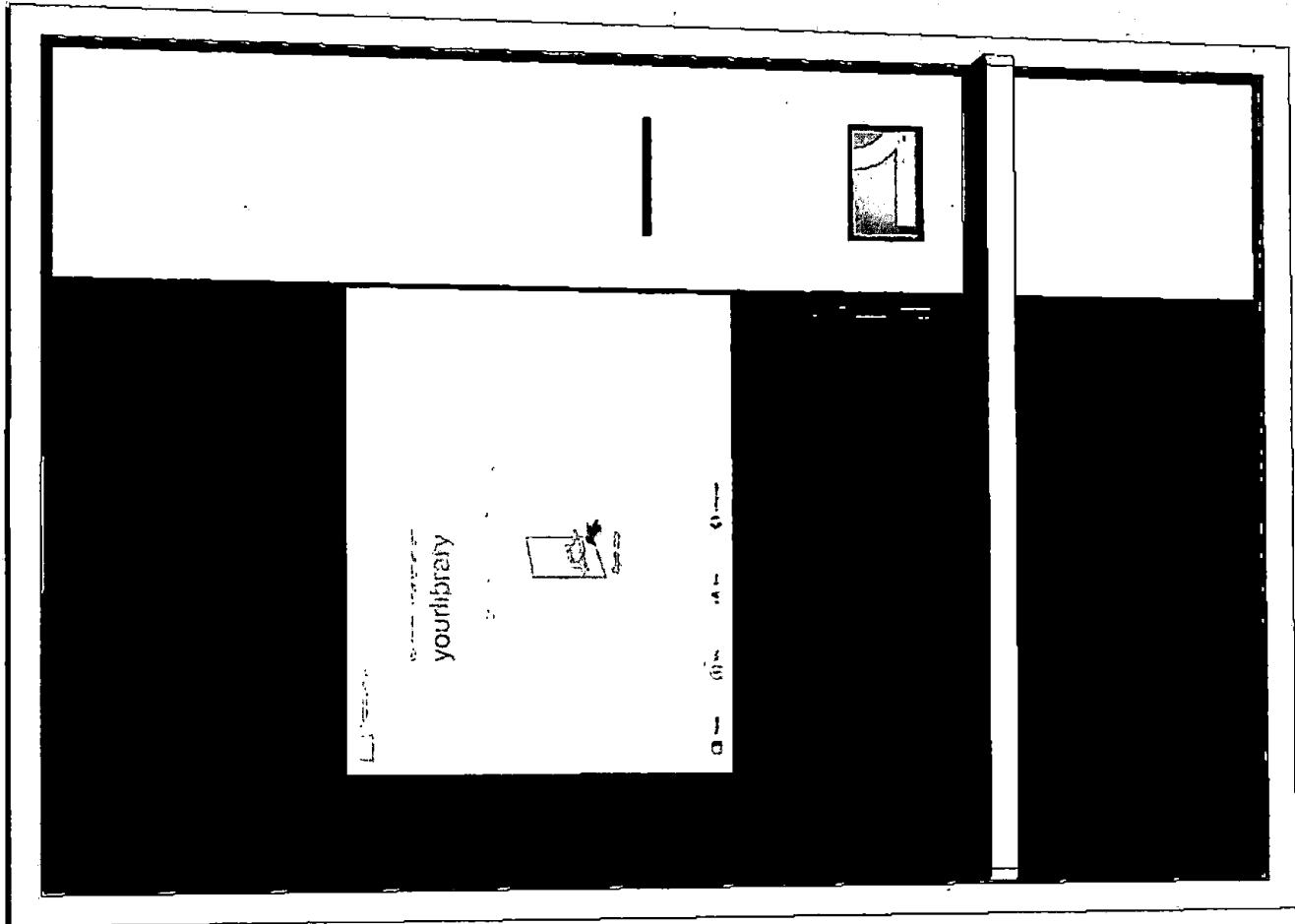
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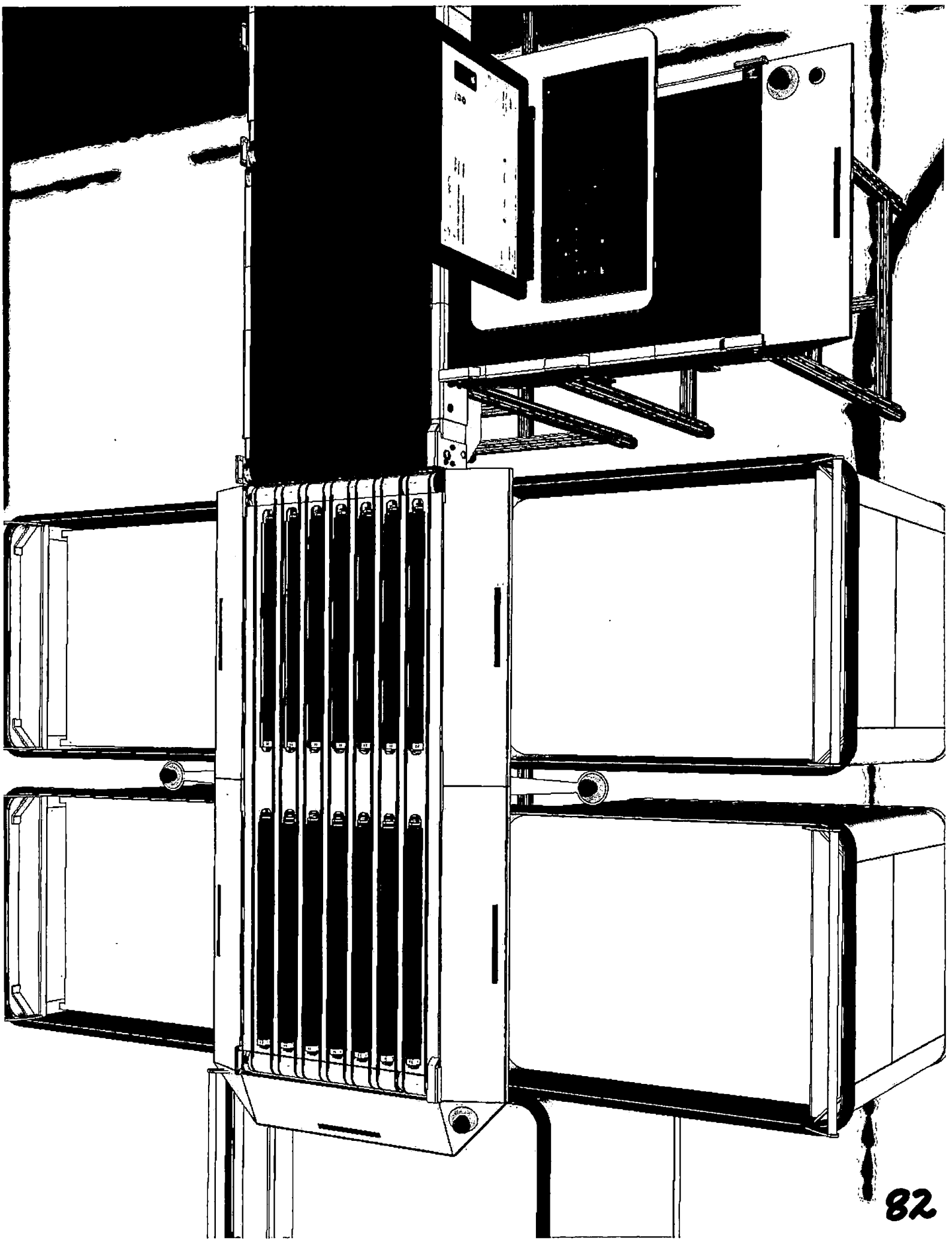
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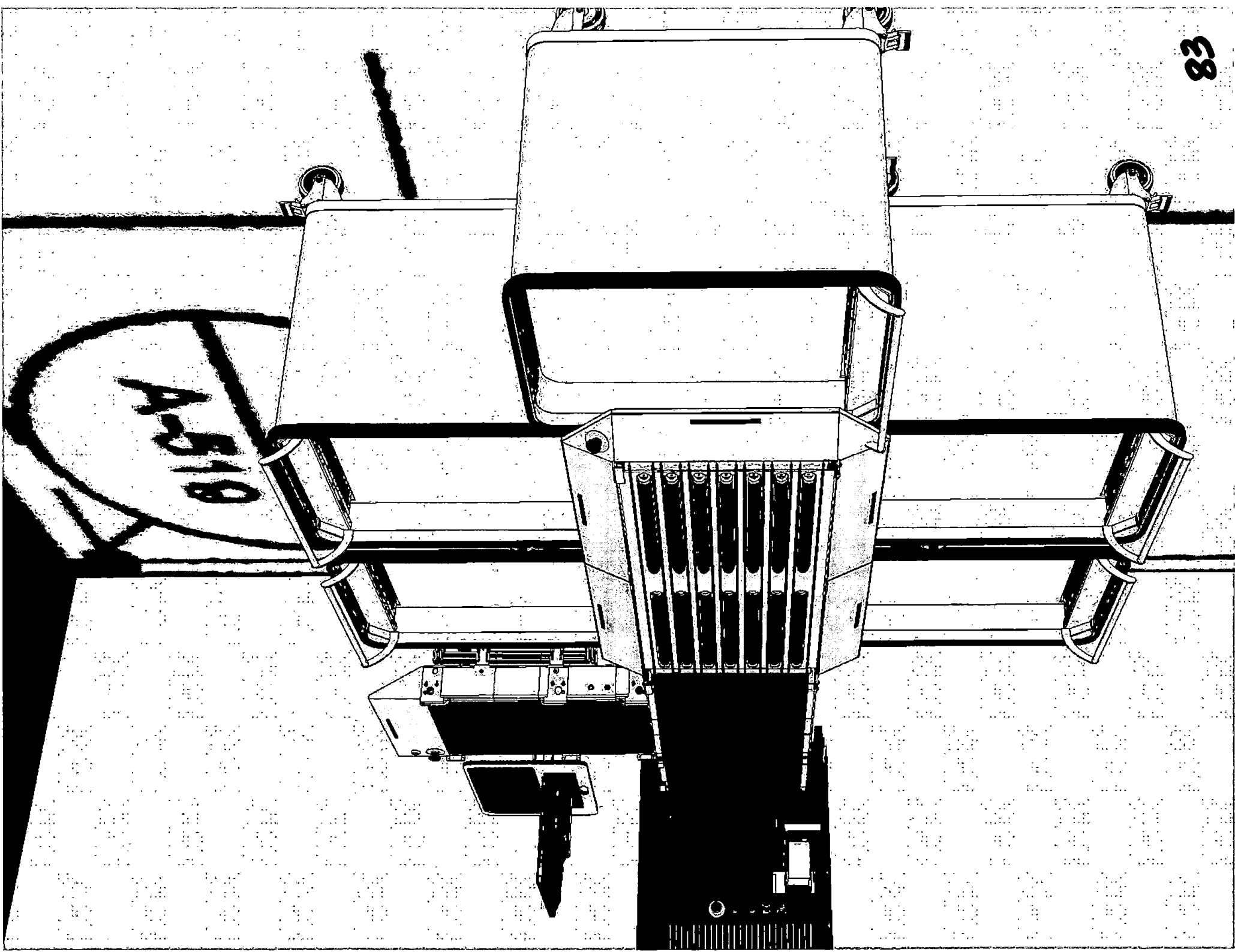
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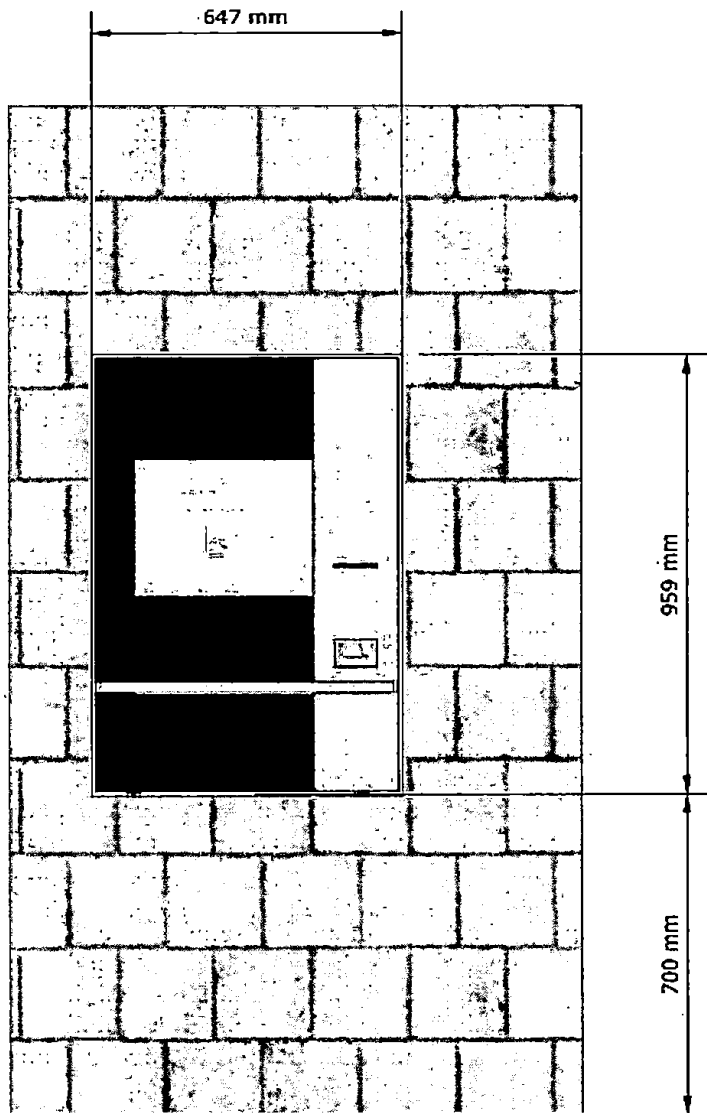




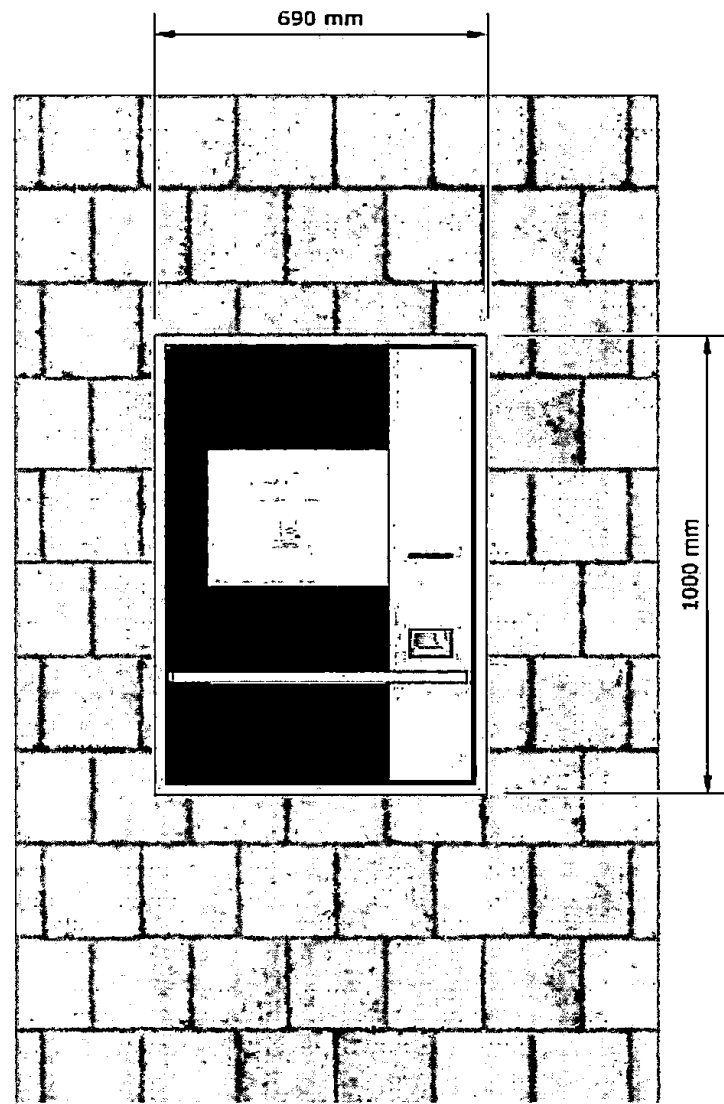








Opening Size and Sill Height (AFF Staff Side)



Finish Frame Dimensions

COUNTY CONTRACT NUMBER 555957
**AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE**
EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Technology Professional Liability (Errors & Omissions) appropriate to Contractor's type of IT professional services. Coverage shall include contractual liability coverage. The coverage shall be sufficiently broad to respond to the duties and obligation as undertaken by Contractor in this Contract and shall include claims involving infringement of intellectual property, copyright, trademark or trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of Private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- E. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Contractor's merchandise, fixtures owned by Contractor, any items identified in the Contract as improvements to the Premises constructed and owned by Contractor, and the personal property of Contractor, its agents and employees. The policy shall provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment and provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County site.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE

EXHIBIT B – INSURANCE REQUIREMENTS

- D. Technology Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Property: Full replacement cost of all real and personal property with no coinsurance penalty provision.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Le including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

COUNTY CONTRACT NUMBER 555957
AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE
EXHIBIT B – INSURANCE REQUIREMENTS

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

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AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER
SORTER, INSTALLATION, SHIPPING, TRAINING, AND MAINTENANCE AGREEMENT OF
HARDWARE AND SOFTWARE

EXHIBIT B – INSURANCE REQUIREMENTS

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

AGREEMENT WITH BIBLIOTHECA, LLC FOR AN AUTOMATED MATERIALS HANDLER SORTER, INSTALLATION, SHIPPING,
TRAINING, AND MAINTENANCE AGREEMENT OF HARDWARE AND SOFTWARE
EXHIBIT C - PRICING SCHEDULE

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