NOTICE OF AWARD OF CONTRACT

TO: INNOVATIVE INTERFACES, INC.
5850 SHELLMOUND WAY
EMERYVILLE, CA 94608

DATE ISSUED: June 21, 2011
CURRENT REFERENCE NO: 287-11
CONTRACT TITLE: LIB - INTEGRATED LIBRARY SYSTEM
PRIOR REFERENCE NO: 442-09

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 1, 2011 and expires on JUNE 30, 2012.

This is the SECOND year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 442-09 including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO AGREEMENT 442-09, EXHIBIT B (PRICING REMAINS FIRM FOR FIRST 24 MONTHS)

ATTACHMENTS:
AGREEMENT NO. 442-09

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Dave Hemingway-Turner  VENDOR TEL. NO.: 202.536.4539
VENDOR PAYMENT TERMS: NET 30 DAYS  VENDOR EMAIL dheningway@ili.com

TAX IDENTIFICATION NUMBER (BIN/SSN): 94-2553274

COUNTY CONTACT: MAUREEN KARL  COUNTY TEL.NO.: 733-228-5983

CONTRACT AUTHORIZATION

PAMELA HAYES
ASSISTANT PURCHASING AGENT

DISTRIBUTION

VENDOR: 1
BID FOLDER: 3

DATE: 6/21/11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 442-09

THIS AGREEMENT is made, on the date of execution by the County, between
Innovative Interfaces, Incorporated (Contractor), a California corporation
authorized to do business in the Commonwealth of Virginia, and the County
Board of Arlington County, Virginia (County). The County and the Contractor,
for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of
• Agreement No. 442-09;
• Exhibit A (Scope of Work);
• Exhibit B (Pricing and Payment Schedule);
• Exhibit C (Pricing for Additional/Optional Services);
• Exhibit D (Testing Plan);
• Exhibit E (Hardware and Software Maintenance);
• Exhibit F (Escrow Agreement);
• Exhibit G (Hardware Environment for Arlington County Libraries);
• Exhibit H (Contractor and Employee Certification Regarding Criminal
  Convictions);
• Exhibit I (Nondisclosure and Data Security Agreement);
• Exhibit J (Software License); and
• Exhibit K (Project Implementation Plan).
Where the terms and provisions of Agreement No. 442-09 vary from the terms
and provisions of the other Contract Documents, the terms and provisions of
Agreement No. 442-09 shall prevail over the other Contract Documents and the
terms and provisions of Exhibit A shall prevail over Exhibits B, C, D, E, F,
to each other and if there are any conflicts, the most specific shall
prevail.

The Contract Documents set forth the entire Agreement between the County and
the Contractor. The County and the Contractor agree that no representative
or agent of either of them has made any representation or promise with
respect to this Agreement which is not contained in the Contract Documents,
and that all terms and conditions with respect to this Agreement are
expressly contained herein. The Contract Documents shall constitute the
Contract or Agreement.

2. SCOPE OF WORK
Contractor warrants to the County that services provided hereunder shall be
expertly performed in a manner that meets or exceeds the highest prevailing
standards in the industry and in accordance with applicable specifications.
The Contractor agrees to perform the services described in the Contract
Documents (alternatively, the "Work"). The primary purpose of the Work is to
create and provide to the County a fully functional turnkey Integrated
Library System ("ILS") for the Arlington Public Library ("APL") and the
Arlington Public Schools ("APS") library systems. The Contract Documents set
forth the minimum Work estimated by the County and the Contractor to be
necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. For purpose of the Scope of Work and Exhibits, the terms "APS" and "APL" are included in the term "APL" or "County" unless otherwise noted.

3. PROJECT OFFICERS
The performance of the Contractor required by this Agreement is subject to the review and approval of the separate County Project Officers from both APL and APS, who shall be appointed by their respective entities. The Contractor shall not comply with requests and/or orders issued by other than the Project Officers. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

4. CONTRACT TERM
Time is of the essence. Work under this Agreement will commence upon the date of execution by the County and the Contractor will implement, maintain and support the ILS through June 30, 2011 ("Initial Contract Term") or alternatively "Year 1", subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance of the Contractor, and with the concurrence of the Contractor, the County may, through issuance of a Notice Of Award or an amendment executed by the parties, authorize continued operations of the Contractor for not more than four (4) additional twelve (12) month periods, each referred to as a "Subsequent Contract Term" (alternately, "Years 2-5, Maintenance") from July 1, 2011 until June 30, 2015.

5. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in the Contract Documents unless such amount is modified as provided for in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

Notwithstanding anything herein to the contrary, the Contract Amount for each Subsequent Contract Term shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

6. CONTRACT PRICE ADJUSTMENTS
The Contract price(s) shall remain firm for the first twenty four (24) months.

a. For years three through five (3-5) the price for maintenance may be increased up to five percent (5%) per year at the request of the Contractor. The Contractor shall provide notice of any price increase in writing at least sixty (60) days in advance of each Subsequent Contract Term.
b. Third party Software subscription prices may fluctuate throughout the term of the Contract. Contractor must notify County of any fluctuation in subscription prices in writing at least sixty (60) days in advance of each Subsequent Contract Term. County shall notify Contractor in writing at least fifteen (15) days in advance of the Contract renewal date of its decision to accept the new price or terminate the subscription. In no event shall the termination of a subscription be construed as a default against the County, nor grounds for termination of the Contract.

The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

7. PAYMENT
Payment will be made in accordance with Exhibit B by the County to the Contractor within thirty (30) days after receipt by the APL Project Officer of a correct invoice (as determined by the APL Project Officer) for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the APL Project Officer.

The Contractor shall submit an invoice to the APL Project Officer according to the payment schedule in Exhibit B. The APL Project Officer will either approve the invoice or require corrections. The number of the Purchase Order by which authority services have been performed shall appear on all invoices.

The Contractor agrees that all tasks described in the Agreement and Exhibit B will be provided to the County regardless of the number of hours spent in the performance of the tasks or other expenses incurred by the Contractor.

8. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

10. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The Contract Amount includes all costs of providing the services described in this Agreement to the County.

11. ESCROW OF SOURCE CODE
The Contractor shall, within fifteen (15) days of contract execution, provide evidence that it has deposited a copy of the source code of the licensed program software with Iron Mountain Intellectual Property Management. Documentation provided to the escrow agent must show that the escrow agent is obligated to make a copy of the source code available to the County as described in Exhibit F. The source code held in escrow will be updated by the Contractor immediately upon each new release of the licensed program software. In the event of the occurrences of the events in Exhibit F, I.B.i. and ii., the County will, upon payment of the duplication cost and other reasonable handling charges of the escrow agent, be entitled to receive a copy of such source code from the escrow agent. The County agrees that it will only use the copy of the source code internally to support the licensed program software. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in a form delivered to it by the Contractor, to be delivered to the County when one or more of the events listed in Exhibit F occurs. The escrow agreement shall generally conform to Exhibit F.

12. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Licenses) of the Arlington County Code.

13. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

14. COUNTY EMPLOYEES
No employee of Arlington County shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.
15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Purchasing Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any
and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s negligent acts, errors, or omissions in performance or nonperformance of its Work called for by the Contract Documents provided that the County provides prompt written notice to the Contractor of the claim, and the Contractor shall have sole control over the Defense and/or Settlement of any such matter. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify the County, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorney’s fees incurred and settlements or payments made. Innovative Interfaces shall not be liable for indirect, incidental, or consequential loss or damage however caused.

18. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County purchase order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a purchase order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County purchase order do so at their own risk. Please direct questions regarding this requirement to the Office of the Purchasing Agent at 703-228-3410.

19. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must, within a reasonable time, notify the APL Project Officer in writing of this belief and within ten (10) days thereafter, the Contractor must provide to the APL Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment.

20. NOT USED

21. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests
Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

22. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disaster, wars, or an act of God beyond the control of the Contractor, and outside the scope of the Contractor’s then current disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disaster, wars, or an act of God beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

23. ASSIGNMENT
Neither party shall assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the other party.

24. APPLICABLE LAW
This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

25. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Term(s) of this Contract.

26. ACCESSIBILITY OF WEB SITE
If any Work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other party websites, the Contractor shall perform such Work in compliance with the requirements set forth in the U.S. Department of Justice document entitled “Accessibility of State and Local Government Websites to People with Disabilities.” The document is located at: http://www.ada.gov/websites2.htm
27. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

28. **ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

29. **RELATION TO COUNTY**

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

30. **DELIVERY**

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

31. **DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the APL Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the APL Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment in accordance with the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

The Contractor shall not cause a delay in the Work pending a decision of the APL Project Officer, County Manager, County Board, or a court.
32. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

33. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor shall pay all copyright, patent or other royalties, if any, in respect of the use of the System. The Contractor shall defend, at its expense, any action or claim brought against the County to the extent that the action or claim is based on a claim that the manufacture, sale, operation or use of the Equipment or Licensed Software (or any part thereof) infringes any third party’s U.S. patent rights or breaches any third party’s U.S. copyright or industrial property rights and Innovative Interfaces shall pay any and all costs (including but not limited to fines, penalties, license fees, court costs, attorney’s fees and any costs or fees to the United States Patent and Trademark Office) and damages payable by the County in respect of any such action.

In addition, and without obviating the Contractor’s responsibilities set forth above, if the Equipment or Software (or any part thereof) becomes or in Innovative Interfaces’ opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, Innovative Interfaces may, at its expense and option, with prior written notice of agreement by the County, do one of the following:

(a) modify the System so that there is no longer any infringement or breach without adversely affecting the functional capabilities of the System;

(b) procure for the County the right to continue to use the System;

(c) substitute for the relevant Equipment or Licensed Software other equipment or software having a capability equivalent to the replaced Equipment or Licensed Software at no further expense to the County.

The Contractor shall have no liability respecting any claim of infringement or breach as aforesaid based entirely upon the combination, operation or use of the Equipment or Licensed Software with equipment, software, apparatus, devices or items not supplied by the Contractor and in a manner not substantially consistent with the Contractor’s specifications and instructions. This Section states the entire liability of the Contractor for any type of infringement or breach whatsoever of the industrial or intellectual property rights of third parties resulting from or relating to the manufacture, sale, operation or use of Licensed Software or Equipment.

34. CONFIDENTIALITY AND RETURN OF RECORDS
This Contract confers no rights to the Contractor of ownership nor any rights or interests to use or disclose the County’s data or inputs. The Contractor agrees that all information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County’s request for services under this Contract are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor
shall not use, willingly allow, or cause such Records to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officers or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the APL Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to Work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

35. SOFTWARE LICENSE TERMS

1. LICENSE GRANT
In connection with the transfer of possession of the Software package provided with this Agreement, as detailed in Exhibit B, the Contractor hereby grants to Arlington County upon payment in full a non-exclusive perpetual license to use the software program(s) (Software) and user manuals, technical manuals, and other information (Documentation) for the software package.

In connection with the transfer of possession of the Subscription package, as identified in Exhibit B, the Contractor hereby grants to Arlington County upon payment in full a non-exclusive license to use the Subscription program(s) and related user manuals, technical manuals, and other information ("Documentation") for the duration of the subscription period.

2. OWNERSHIP
The Contractor will provide the County with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the software package or any portion thereof, to any person other than employees of the County without prior written consent of the
Contractor, and any such disclosure or transfer shall be consistent with the use in the single-user computer system.

The County agrees not to reverse compile or disassemble Software.

The County agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof without first obtaining such license or approval.

3. COPYING RIGHTS
The County may make copies of Software and Documentation, as required for backup purposes in support of the use of the Software, but the County must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

4. TERM
The term of the Software License is for as long as the County uses the Software for its intended purpose. The term of the Subscription licenses are defined in Exhibit B, and extend as long as the County renews each Subscription. In no way shall termination of any Subscription affect the term of the Software License, or the term of this Agreement.

5. SOFTWARE WARRANTY AND MAINTENANCE
The Contractor warrants that the software will conform to the requirements and specifications as set forth in Exhibit A ("Specifications"). The Contractor warrants the operation of all software products for the term of this Agreement and will provide all revisions, updates, upgrades, and minor releases to both the software and supporting documentation during that warranty as long as this Agreement is effective.

36. HARDWARE WARRANTY AND MAINTENANCE
The Contractor represents and warrants that all goods will be new, free from defects in material and workmanship, and will conform to, comply, function, and perform in accordance with the requirements and specifications, and that the Contractor will make all necessary adjustments, repairs, and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. The Contractor further warrants that each product furnished under this Agreement will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of the Contractor's published literature, descriptions, and specifications whether or not such literature, descriptions, and specifications are included or referenced by a purchase order or this Agreement.

All warranties shall survive inspection, acceptance, and payment, as long as this Agreement is in place, and the County is not behind in paying for ongoing support services.
The County may without notice to the Contractor, at its option, connect to the hardware purchased under this Agreement any equipment manufactured or supplied by others including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. The Contractor shall promptly disclose to the County upon request, subject to confidentiality, trade secret and non-competition agreements, the technical specifications for any given interface point of the ILS. The County shall accurately and fully advise the Contractor, in writing, at least thirty (30) days before it intends to connect a new class of hardware or hardware that will be directly connected to the CPU, and the Contractor shall have the right to inspect at its own cost the specifications and installation of any such new equipment. In the event that the Contractor is required to perform maintenance services on the ILS because of damage to the ILS resulting from the attachment of such equipment, such service shall be billed to the County at the then-current standard hourly maintenance rates.

37. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to Work under this Contract.

The Contractor retains all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all software pursuant to this Agreement as outlined in Exhibit J.

38. OWNERSHIP OF DATA
All bibliographic, item, fine, patron and other records entered into the ILS of the County or supplied to the Contractor shall remain the sole property of the County. The Contractor shall not, without written consent of the County copy or use such records. The County shall have the right to extract such data in industry-standard formats using the Contractor software utilities at no cost to the County. The Contractor agrees to assist the County in making such extracts at published rates.
39. VIRGINIA FREEDOM OF INFORMATION ACT
Notwithstanding any other provision of this Contract, the parties understand that some of the work or documents under this Contract may in some instances be considered by the Contractor to be proprietary in nature. If disclosure to the public is requested of the APL Project Officer, the County shall give prompt notice of the request and use its best efforts to assist the Contractor, at Contractor’s own cost and expense, in taking such actions as Contractor deems appropriate to protect any such work or documents; however, unless specifically prohibited by law from disclosure or unless specifically excluded from mandatory disclosure pursuant to the Virginia Freedom of Information Act §§2.2-3700 et. seq. All public records in the County’s custody, possession or control shall be open to the public for inspection and copying, but only to the extent such disclosure is required by law.

40. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County’s audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

41. PROJECT STAFF
The County, will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor’s employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

42. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the Work any person not reasonably proficient in the work assigned.

43. REPORT STANDARDS
The Contractor will make its best efforts, within its normal business practices, to adhere to the points raised in this section. Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the APL Project Officer, and shall be submitted for advance review and comment by the APL Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

44. NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice.

45. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Contract Term or Subsequent Contract Term(s) and until the County determines that all requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily or is in default or breach of any Contract provision or condition, then the County will give the Contractor written Notice of such failure/s and the opportunity to cure such failure/s at least thirty (30) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the Notice, the Contract may be terminated for Cause.

Upon any termination pursuant to this section, the Contractor shall refund to the County all sums paid under the Contract to date. Such refund shall be paid within thirty (30) days of termination. Additionally, the County shall be entitled to recover all damages to which the County is entitled by this Contract or by law.
Except as otherwise directed by the County, the Contractor shall stop Work on the date of receipt of Notice of the termination or other date specified in the Notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

Except as otherwise provided herein, if prior to payment in full, the County defaults in the payment of any undisputed sum due hereunder and beyond thirty (30) days after receipt of written notice from the Contractor of such Default, then the Contractor shall have the right to terminate this Agreement and recover the software license and the County shall be required to remove and return to Contractor any Hardware not fully paid for by the County and pay all sums due.

46. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

47. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with
limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

Additional Insured - Arlington County, its officers, elected and appointed official, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "Should this policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligations or liability of any kind upon the insurer, its agents or representatives." Any policy on which the Contractor has received notification from any insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.

Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability Insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish
subcontractors’ certificates of insurance to the County immediately upon request.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it. The Contractor assumes all risks for damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County. The Contractor must provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

48. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County and Contractor under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to either party at law or in equity.

49. AMENDMENTS
This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

50. NOTICES
Except as otherwise provided herein all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an over night or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:
Gerald M. Kline
Chairman and CEO
Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville, CA 94608

TO COUNTY:
Richard D. Warren, Jr., Purchasing Agent
Arlington County
Suite 500, 2100 Clarendon Boulevard
Arlington, Virginia 22201
And

Maureen Karl
Division Chief
Materials and Technology Management
Arlington County
Department of Libraries
1015 Quincy Street N
Arlington, Virginia 22201

And

Charlie Makela
Library Media Services Supervisor
Arlington Public Schools
2847 Wilson Boulevard
Arlington, Virginia 22201

51. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

52. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

53. SURVIVAL OF TERMS
In addition to section in this Contract which specifically state that the term or paragraph survives the expiration or termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; "COPYING RIGHTS"; "OWNERSHIP OF DATA"; "SOFTWARE LICENSE TERMS" to the extent set forth in Section 35 of this Contract; AND "HARDWARE WARRANTY AND MAINTENANCE" to the extent there is still an unexpired warranty in place.

54. PUBLICITY
Each party agrees to submit to the other all press releases, advertising, sales promotion, and other publicity matters relating to any product furnished by the Contractor to the County wherein the other party's name is mentioned, excluding the Contractor's customer list, and any newsletter and training materials circulated among the County's employees or patrons. Neither party shall nor knowingly permit to be published any such material without the prior consent of the other.

55. HEADINGS
Headings are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 8/27/10

INNOVATIVE INTERFACES, INC.

TIN: 94-2553274
AUTHORIZED SIGNATURE: [Signature]
NAME AND GERALD M. KLINE
TITLE: CHAIRMAN + CEO
DATE: 8/18/10
AGREEMENT NO. 442-09
EXHIBIT A

SCOPE OF WORK

I. PURPOSE/OVERVIEW

The Contractor warrants that it understands the Work and the requirements of the County relative to the Work and agrees to provide a fully functional turnkey Integrated Library System (ILS) for the Arlington Public Library (APL) and Arlington Public Schools (APS) to include hardware, software, implementation, maintenance and support services. APL and APS will share hardware and software but there will be two separate databases and separate workflows associated with the business processes of each.

A. The Contractor-provided ILS is a commercially available library product that shall at minimum perform the following core functions for APL and APS:
   1. Annual Circulation to support APL 3.5 million and APS 622,000 transactions;
   2. Cataloging with authority control for 600,000 titles for both APL and APS;
   3. Bibliographic Maintenance and Import for databases of 1.2 million items for both APL and APS;
   4. Acquisitions with fund accounting for 100,000 annual items for three (3) years for APL;
   5. Electronic ordering (EDI) for 6-8 unique vendors for APL;
   6. System administration for APL and APS;
   7. Public Access Catalog (including remote patron authentication) for APL and APS;
   8. Encore Discovery Services Platform with Advanced Search for APL and APS; and
   9. Online and self-service eCommerce for patrons for APL.

II. TASKS AND ROLES

In this Agreement, Deliverables means Work products, including ILS software, documentation, manuals and other items herein submitted to the APL and APS Project Officers by the Contractor, or services rendered by the Contractor. The Deliverables, as applicable, shall be compatible with Microsoft Office 2003, 2007, and 2010 County's enterprise Exchange 2003 email with look forward compatibility with Microsoft Exchange BPOS 2010, Windows 2000, XP, Vista, Windows 7 and APS' enterprise Novell Groupwise 7.04 email.

The following Responsibilities describe the Work and constitute the Deliverables to be completed under this Agreement for the ILS.

The Contractor, with assistance from APL and APS, shall implement a fully functional ILS to be in production as per the Project Implementation Plan in Exhibit K and thereafter the Final Acceptance Testing will be initiated for up to ninety (90) days.
A. HARDWARE IMPLEMENTATION AND MAINTENANCE

1. The Contractor shall:

   a. Purchase and provide central site hardware that includes four (4) IBM rackmount servers with the following specifications:
      - One (1) Production Server:
        - IBM x3650 M2 rackmount server
        - Two (2) 2.4 GHz Quad-Core Intel Xeon 5500 series processor
        - Twelve (12) GB Memory
        - Four (4) internal 73GB hot swap 15K RPM SAS drives
        - Integrated hardware RAID controller
        - Internal DVD-ROM drive
        - 10/100/1000 Mbps network connectivity
        - 675W power supply
        - 80/160 GB 4mm DAT 160 (DDS6) tape drive (internal)
        - Remote system management card
        - Red Hat Enterprise Linux
        - Associated cables/controllers
      - One (1) Test/Training Server:
        - IBM x3650 M2 rackmount server
        - One (1) 2.4 GHz Quad-Core Intel Xeon 5500 series processor
        - Six (6) GB Memory
        - Four (4) internal 73GB hot swap 15K RPM SAS drives
        - Integrated hardware RAID controller
        - Internal DVD-ROM drive
        - 10/100/1000 Mbps network connectivity
        - 675W power supply
        - 80/160 GB 4mm DAT 160 (DDS6) tape drive (internal)
        - Remote system management card
        - Red Hat Enterprise Linux
        - Associated cables/controllers
      - Two (2) Encore Servers:
        - Two appropriately sized IBM x3650 M2 rackmount servers to support the Encore systems for APL and APS. The servers are provided as part of the Encore subscriptions, and are upgraded as necessary. Upon non-renewal of the subscriptions, the servers are to be returned to Innovative Interfaces, Inc.

   b. Ship, setup and install central site hardware at 2100 Clarendon Blvd, Suite 610, Arlington, VA 22201, per Exhibit G.

   c. Be liable to the County for any cost incurred by the County for alterations due to erroneous or incomplete specifications provided by the Contractor in Exhibit G.

   d. Install and configure the ILS test server with and certify in writing that the hardware meets the specifications as listed herein, and ensure the hardware connects to the County and APS' network as specified in Exhibit D.

   e. Install and configure the ILS production server based on:
      - 175 staff users, 350 OPAC users, 700,000 bibliographic records, 1.2 million item records, 550,000 authority records, 300,000 patron records, and 300,000 order records.

   f. Install two (2) Encore servers individually for APL and APS.

   g. Install the Enterprise Backup API for servers and assist the County to ensure connectivity to the County's back up system.
h. Provide support services for hardware maintenance and support throughout the Contract Term as specified in Exhibit E.
i. Access the servers using Secure Shell (SSH) for hardware and software maintenance support.
j. Provide the County with server names, IP addresses, and a list of ports for internal access to the servers.
k. Assist the County in ensuring that SSH is enabled and functioning correctly.

2. The County will:
a. Provide space in the Network Operations Center for equipment specified in this Agreement. Additionally, the County will provide electricity, regulating equipment, cabling, UPS, telecommunications and network connectivity.
b. Receive the delivery of the hardware at Arlington County, 2100 Clarendon Blvd, Suite 610, Arlington, VA 22201.
c. Mount the servers in a County-supplied server rack and will assist with connecting servers to the County's network and/or UPS.
d. Place the servers within the DMZ.
e. Provide the Contractor access to the Network Operations Center at Arlington County to perform hardware configuration.
f. Provide information necessary to the Contractor to establish server and network connectivity for the purposes of the Network Connectivity Test specified in Exhibit D, and provide assistance locating computer terminals and phone lines to properly install hardware and software.
g. Set-up SSH to the Contractor for hardware and software maintenance support once the County has received server names, IP addresses, and list of ports from the Contractor.
h. Assist in ensuring that SSH is enabled and functioning properly for Contractor's access.
i. Provide hardware back-up services using Symantec's NetBackup and ensure connectivity to the Enterprise Back Up API.
j. Provide maintenance of peripheral equipment, such as the Cira Device, purchased from the Contractor (unless otherwise specified).

B. SOFTWARE IMPLEMENTATION AND MAINTENANCE

1. The Contractor shall:
a. Install the Millennium Software with separate bibliographic, patron and transaction databases for each of APL and APS.
b. Provide client software for 120 simultaneous staff users (70 for APL, 50 for APS).
c. Configure and implement two (2) licenses of Encore with Advanced Search.
d. Provide online software documentation to include Getting Started with Millennium Manual and Millennium User Manual, and access to CS Direct (the Customer Service web site at http://csdirect.iii.com).
e. Configure separate databases for separate business processes for APL and APS.
f. Implement and support all ILS modules as defined herein:

(1) For both APL and APS:
(a) Encore:
- Real-time holdings and status information with no batch loading required
- Faceted results display
- Advanced keyword searching with relevance ranking
- Spell check
- Tag cloud dynamically derived from search results and catalog metadata
- User-contributed community tagging
- Disambiguation of terms through display of authorized and community tags
- Integrated enriched content (cover images, reviews)
- Simultaneous import and display of federated-searching results
- Advanced Search screen to be tested and fully functional prior to go-live.

(b) My Millennium (Patron Access)
- Place holds, cancel, modify and freeze holds
- Self-renewal of items
- Save preferred searches
- Automatic notification of new material
- Maintain Reading History
- Patron Ratings of library material
- Patron-initiated holds
- Export Records to create a Bibliography
- Patron reviews

(c) Cataloging
- Unlimited Bibliographic, MARC Holdings, Item and Authority Record File Sizes
- Full-screen edit
- Heading verification
- MARC code validation
- Online MARC manual
- Diacritic maps
- User-defined Macros
- Cut/copy/paste
- MARC21 Holdings support
- Single and Multi-item creation
- Label Printing
- Global Update of all record types
- Authority Control (Report Heading Changes software)
- Automatic Authorities Processing Software
- OCLC Interface via the network for all authorized staff users

(d) Management Information and Report Writer
- Create Lists of Records
- Statistical Report package site license
• Browser-based Management Reports (OPAC searches, Circ transactions, etc.)

(e) Keyword Search with relevance ranked results
• Keyword Spell Check
Link to enriched content through Content Café subscription: cover images, reviews, etc.

(f) Collection Scoping

(g) OPACs
• KidsOnline children’s OPAC
• Spanish Language OPAC
• WebPAC Pro OPAC: Unlimited WebPAC Pro User Licenses; Millennium WebPAC Pro, including design template and staging port

(h) AirPAC
• Catalog access with mobile device

(i) Circulation
• Unlimited Item Record File Size and Unlimited Patron Record File Size
• Checkout / Checkin / Renewals / Patron Registration / Notices
• Sophisticated Holds functionality
• Circulation Notices via Print and Email
• Millennium Offline Circulation Software (Site License)
• Homebound Module

(j) Database Management System & System-Wide Functionality
• Full database indexing
• Full UNICODE Support
• Self-updating staff client software for all licensed staff modules
• User-defined function keys
• Keyboard and mouse equivalents
• User-defined screen colors, fonts
• File Transfer Software
• URL Checker

(k) RSS FeedBuilder

(l) Z39.50 Software support for WebPAC Pro and all licensed staff clients (PCs with the software installed) including:
• Client & Server Software
• Broadcast Searching (search multiple sources with single query)
• MARC record import
• OCLC Holdings update
• Enhanced content linking through Content Café subscription in all staff clients
(m) Millennium Load Scheduler

(n) Web Access Management
   - Remote patron authentication
   - IP proxy for access to restricted resources
   - Access statistics by patron type, resource, and date

(o) Content Café enriched content subscriptions

(2) For APL only:

(a) Ecommerce for self-check and public web access

(b) Self-check with support for 24 stations and SIP2 Self-Check Interface

(c) Telephone notification with single Teleforms system, one
   (1) PC and Support for four (4) out-bound phone lines and
   nine (9) messages

(d) Acquisitions and Fund Accounting
   - Unlimited Order Record File Size
   - Ordering / Receiving / P.O. Printing
   - Invoice Processing and Fund Accounting
   - Claiming
   - Hierarchical Fund Reports
   - Foreign Currency Conversion
   - Support for up to 30,000 vendor records
   - Vendor Statistics
   - EDIFACT support for Electronic Ordering, Status Reports,
     and Invoicing
   - Electronic Serials Invoice Processing

(e) Quick Click Ordering Interface

(f) Accounting Interface

(g) Serials Control
   - Unlimited MARC Holdings and Checkin Record File Size
   - Checkin / Claiming / Routing / Binding
   - Automatic MARC21 holdings update at checkin
   - SISAC Barcode Checkin
   - Electronic Claiming of Serial Issues

(h) Patron API

(i) Item Status API

(j) Patron Online Registration

(k) Floating Collections

(l) Collection Agency Interface
(m) SMS Text Message Hold Pick-up Notices

(3) For APS only:

(a) Homeroom Overdue Reports

(b) Circa Wireless Inventory (Barcodes)
   - Inventory software for all circulation clients
   - Shelflisting capabilities
   - One WiFi enabled portable inventory device with Barcode reader

g. Provide software maintenance and support services as specified in Exhibit E.

2. The County will
   a. Acquire a Verisign certificate and Internet-based merchant account for the Ecommerce module.

   b. Install client software on all workstations that require access to the ILS.

C. DATA LOADING/CONVERSION

1. The Contractor shall:
   a. Provide a template(s) to APL and APS to assist with data mapping from the legacy system to the new ILS.

   b. Provide the following Data Loading Services for APL and APS:
      (1) Migrate, convert, and load bibliographic, item and patron data from the CARL.X system.
      (2) Setup Profile Evaluation Database (including revisions during evaluation period).
      (3) Provide profiling services for initial Bibliographic, Authority, Item and Patron Records.
      (4) Load Authority Records for APL and APS
      (5) Load Circulation Checkouts, Holds, and Fine Totals
      (6) Load Acquisitions Order records and Serials holdings records

   c. Provide written certification after each data load that the data has been successfully converted and is ready for acceptance testing.

2. The County will:
   a. Provide the Contractor with data extracted from the CARL.X system in MARC or delimited text format approved by the Contractor.

   b. Test and confirm accuracy of the data migrated to the new ILS. If the data is determined inaccurate, the APL or APS Project Officer will notify the Contractor in writing and provide details of the inaccuracy. The Contractor shall make the necessary corrections or reload the data as appropriate within forty-eight (48) hours.

D. INTERFACES

1. The Contractor shall
a. Configure the ILS to interface with the following third-party systems at go-live using the specified APIs:

(1) For APL:
   (a) Unique Management using Millennium's Collection Agency Interface
   (b) EnvisionWare and PC Reservation using Millennium's Patron API
   (c) TechLogic RFID using Millennium's Item Status API

(2) For APS:
   (a) Sunguard's eSchool Plus using Millennium's Data Exchange to load batches of Patron data supplied in an Innovative approved format
   (b) ReportNet using ASCII delimited data as provided by Millennium's report tools (Create Lists, Web Management Reports, and Millennium Statistics)

b. The following interfaces may be implemented at the request of the County at the costs outlined in Exhibit C during the Contract Term:

(1) For APL:
   (a) Millennium's Fine Payment API for use with APL's online payment portal
   (b) Millennium's Accounting Interface for use with APL's Oracle eBusiness Suite accounts payable system (PRISM)

(2) For APS:
   (a) Millennium's Accounting Interface for use with APS' Oracle eBusiness Suite accounts payable system (STARS)
   (b) Millennium's Fine Payment API for use with My School Bucks

2. The County will
   a. Assist the Contractor in implementation of above APIs
   b. Provide sufficient staff in testing of proper interfacing with County applications and APIs

E. PROJECT MANAGEMENT

1. The Contractor shall:
   a. Provide a dedicated Project Manager to provide project management services for the Contractor's planning, installation, conversion, testing, training, documentation for the ILS implementation. The Project Manager shall not be changed or replaced without the approval of the County, which will not be unreasonably withheld. The Contractor's Project Manager will coordinate all tasks with the APL and APS Project Officers. The Contractor's Project Manager shall monitor and enhance the schedule included in Exhibit K that identifies the tasks necessary to complete the Work within the Contract Term. The Project Manager must have a strong familiarity with the ILS solution and shall have previous experience implementing ILS for other organizations. The Contractor's Project Manager must be acceptable to the County in terms of appropriate technical background capability. Should the Contractor's Project Manager fail to perform adequately, as determined by
the APL and APS Project Officers, the Contractor shall replace its Project Manager immediately upon receipt of written notification from the County. The Contractor's Project Manager shall provide weekly written status reports for the duration of the Contract Term to the APL Project Officer until final payment is requested and approved by the APL Project Officer.

b. Prepare a detailed Project Plan, in Microsoft format or some other mutually acceptable format, laying out the key deliverables and milestones for completion of the project as specified in this Scope of Work. The plan shall identify the baseline and adjusted tasks, deliverables, resources, task dependencies, and work schedule of the project and include a System Migration Strategy. The Project Plan shall serve as the road map for the course of the Work, and shall be updated and modified as needed with the mutual consent of all parties. The Project Plan shall be provided to the Project Officers for approval within thirty (30) days of contract execution. Any changes to the Project Plan must be approved by the APL and APS Project Officers.

c. Develop a System Migration Strategy for implementation and rollout for both APL and APS based on the Project Implementation Plan in Exhibit K. The strategy must include a recommended phasing of processes and modules and the timing for full implementation with a go-live date as per Exhibit K.

d. Maintain notes and summaries of all important conversations and decisions made by APL/APS and provide for review by Project Officers.

e. Provide recommendations for APL and APS as to the best practices on business processes, workflows, business requirements, user requirements, functional requirements, and operational requirements to help configure the ILS as required after review of APS and APS current processes; analyze system support requirements to identify the appropriate roles, skills, and staffing levels to support the system in an operational mode; guide and help APL and APS address and resolve any potential staffing concerns.

f. Provide recommendations to APL and APS during the training process on best practices; improvements to current processes; adapting business processes to arrive at the best solution; and implementing the business process changes to optimize ILS capabilities. This assistance shall be presented for both APL and APS separately.

g. Coordinate all tasks with APL and APS Project Officers via email, conference calls or on site.

2. The County will:

a. Review any deliverable submitted by the Contractor under this contract. Upon review, if the deliverable is determined to be unacceptable to APL/APS, the respective Project Officers will notify the Contractor in writing of the fact along with the reasons why the deliverable was found unacceptable. The Contractor shall make corrections within forty-eight (48) hours. If the Contractor is unable to make corrections within that timeframe, the Contractor shall provide in writing an estimated timeframe for corrections.

b. Provide a Project Officer from APL and from APS to facilitate coordination for the Contractor.
F. TRAINING

1. The Contractor shall:
   a. Develop a Training Strategy that identifies the approach, type of training, course outlines, and course schedules for APL and APS which will be approved by the County’s Project Officers. Both the number of days and the content of training programs shall be revised according to the APL's and APS' needs per the Training Strategy and with the Project Officer’s concurrence, but within the total number of on-site training days purchased in Exhibit B.
   b. Provide twenty-seven (27) days of on-site, hands-on training to ensure that both APL and APS staff are prepared to perform all duties associated with the on-going business and support operations of the ILS system. Each training day shall consist of a full seven hours (7) of training, including breaks, but excluding lunch (typically 9 AM -12 PM; 1 PM - 5 PM). Training dates shall be determined by the Project Officers.
   c. Commence training as per Exhibit K.
   d. Provide Training based on a train-the-trainer approach. Staff will be identified by APL and APS.
   e. Provide trainers expert in all aspects of system operations and error recovery that have provided training at a minimum of one other customer site.
   f. Provide appropriate training materials in online and print format in advance of all training courses.
   g. Provide support via telephone and email for training planning prior to the start of training sessions.
   h. Provide follow-up support after training sessions via telephone and email relating to questions from training sessions.
   i. Use hands-on training methods where trainees learn how to use the ILS on a live system.
   j. Prior to commencing the Training program, deliver a pre-implementation WebEx overview for all modules. This orientation session will last approximately two (2) hours
   k. Offer web based tutorials to supplement on-site training. Several tutorials shall be designed for use prior to the first training session. These tutorials shall provide APL and APS with training on basic functionality of the system as well as general Millennium behavior.

2. The County will:
   a. Identify 10-12 key staff for training in train-the-trainers sessions
   b. Provide training rooms and equipment to facilitate the training of key staff over a twenty-seven (27)-day period.
G. TESTING

Testing of the system shall be conducted by both parties as per Exhibit D.

H. DOCUMENTATION

1. The Contractor shall:
   a. Deliver access to the Millennium User Manual, the Getting Started Manual, and CSDirect Support Web site within two (2) weeks of contract signing.
   b. Provide a list of all external dependencies of the system (e.g. DNS entries, database system settings, open firewall ports).
   c. Make corrections to the documentation based on notification from APL or APS of errors.

2. The County will review all documentation delivered by the Contractor and provide notice in writing to the Contractor of any errors.

I. GO-LIVE

1. The Contractor shall:
   a. Successfully migrate the ILS from test to production, which includes a final data conversion.
   b. Perform all additional activities necessary to bring the ILS system into production as per Exhibit K and then provide post-production support. The ILS shall at this point be ready for use for patron real time check-in/out in accordance with the Project Plan. This includes fully converted data, fully prepared users, a full set of documentation, and a fully functional system that has passed the Hardware Functionality Test, the Telecommunications/Network Connectivity Test, the Software Functional Test, and the System Reliability Test as provided in Exhibit D for both APL and APS.
   c. Certify in writing that the system is ready for the Final Acceptance Test outlined in Exhibit D.

2. The County will:
   a. Execute the testing procedures in production as specified in Exhibit D as determined by the Project Officers.

J. TRANSITION AT CONTRACT CONCLUSION

Should this Agreement be terminated for whatever reason, or at the conclusion of this Agreement’s term, a transition project shall take place. The transition project shall last no longer than sixty (60) days.

1. The Contractor shall:
   a. Provide bibliographic, patron, acquisition, authority, item, and transactional data in MARC format or other mutually agreed upon format.
   b. Surrender to the APL and APS all data and associated intellectual property, including:
      (1) Website files and any source code
(2) Databases
(3) Log files and any relevant statistics
(4) Documentation
(5) ILS Software Owned by the County

c. Coordinate with APL and ADC on an cutover date to be determined, following discussions with each party, by the Project Officers.

d. Provide a written estimate not to exceed eighty (80) hours to provide these transition services to the Project Officers, who must authorize the work in advance. When the Agreement is terminated for cause, the Contractor shall provide the transition services at no cost to the County.
### AGREEMENT NO. 442-09
### EXHIBIT B

### PRICING AND PAYMENT SCHEDULE

**YEAR 1**

**IMPLEMENTATION**

(Contract execution through June 30, 2011)

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>PURCHASE COST</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server/Client Licenses</td>
<td>$135,000.00</td>
<td>120 simultaneous staff users</td>
</tr>
<tr>
<td>Test/Training Environment</td>
<td>$30,500.00</td>
<td></td>
</tr>
<tr>
<td>Production Server</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>Encore Servers (2)</td>
<td></td>
<td>Included</td>
</tr>
</tbody>
</table>

**SOFTWARE**

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>PURCHASE COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>WebPAC Pro w/ My Millennium</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Collection Scoping</td>
<td>$51,400.00</td>
</tr>
<tr>
<td>KidsOnline (x 2)</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>Patron Reviews</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>AirPAC</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>Cataloging w/ OCLC Interface</td>
<td></td>
</tr>
<tr>
<td>Report Writers</td>
<td></td>
</tr>
<tr>
<td>Circulation</td>
<td></td>
</tr>
<tr>
<td>Quick Click Ordering</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>Database Management System</td>
<td></td>
</tr>
<tr>
<td>RSS FeedBuilder</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>Z39.50</td>
<td></td>
</tr>
<tr>
<td>Millennium Load Scheduler</td>
<td>$16,500.00</td>
</tr>
<tr>
<td>Web Access Management</td>
<td>$13,700.00</td>
</tr>
<tr>
<td>Spanish Language OPAC (x 2)</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Enterprise Backup API for servers</td>
<td>$2,625.00</td>
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</table>

**APL ONLY**

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>PURCHASE COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecommerce for ExpressLane and OPAC</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>ExpressLane for 24 stations</td>
<td>$38,632.00</td>
</tr>
<tr>
<td>Teleforms w/ 4 Lines &amp; 9 messages</td>
<td>$25,125.00</td>
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<tr>
<td>Acquisitions w/ EDI</td>
<td></td>
</tr>
<tr>
<td>Patron API</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>Item Status API</td>
<td>$21,500.00</td>
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<tr>
<td>Collection Agency</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>Interface</td>
<td>Included</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Serials Control</td>
<td>Included</td>
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<tr>
<td>Patron Online</td>
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<td>Registration</td>
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<tr>
<td>Floating Collections</td>
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**APS ONLY**

<table>
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<tr>
<th>Homercom Reports</th>
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<tbody>
<tr>
<td>Circa Wireless Inventory with Circa Device</td>
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<tr>
<td>ALLOWANCE</td>
<td>($272,870.00)</td>
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<tr>
<td>SOFTWARE &amp; HARDWARE TOTAL</td>
<td>$248,337.00</td>
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</table>

**SUBSCRIPTIONS**

**APL and APS**

| Encore Discovery Layer | $29,500.00 |
| Content Café Enriched OPAC Content (2) | $12,890.00 | Annual subscription, yr 2+ assumes same stats as yr 1 |

**APL ONLY**

| SMS Text Hold Pickup Notices | $8,500.00 |
| ContentPro for up to 3,500 digital objects | $9,500 |
| Encore Harvester | $4,500 |
| SUBSCRIPTIONS TOTAL | $64,890.00 |

**SERVICES**

| Hardware Implementation |
| Software Implementation |
| Data Loading/Conversion |
| Interfaces |
| Project Management |
| 27 days of on-site Training and Training Support |
| Implementation |
| Consulting |
| Documentation |
| Maintenance |

| TOTAL | $83,000.00 |
| TOTAL IMPLEMENTATION | $396,227.00 |

**YEAR 2 - MAINTENANCE**
(July 1, 2011 through June 30, 2012)

### HARDWARE

**APL and APS**

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>MAINTENANCE COST</th>
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<tbody>
<tr>
<td>Server/Client Licenses</td>
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<td>Test/Training</td>
<td>$3,660.00</td>
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<td>Environment</td>
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<tr>
<td>Production Server</td>
<td>$3,000.00</td>
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<tr>
<td>Encore Servers (2)</td>
<td>Included</td>
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<td>SOFTWARE</td>
<td>Price</td>
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<tr>
<td>----------------------------------------------</td>
<td>-----------</td>
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<tr>
<td>WebPAC Pro w/ My Millennium</td>
<td>$4,500.00</td>
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<td>Collection Scoping</td>
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<td>KidsOnline (x 2)</td>
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<td>Patron Reviews</td>
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<tr>
<td>AirPAC</td>
<td>$1,035.00</td>
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</tr>
<tr>
<td>Cataloging w/ OCLC Interface</td>
<td>Included</td>
<td></td>
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<tr>
<td>Report Writers</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Circulation</td>
<td>Included</td>
<td></td>
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<tr>
<td>Quick Click Ordering</td>
<td>$338.00</td>
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<td>Database Management System</td>
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<td>RSS FeedBuilder</td>
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<td>Millennium Load Scheduler</td>
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<td>Spanish Language OPAC (x 2)</td>
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<td>Enterprise Backup API for servers</td>
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<td>APL ONLY</td>
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<tr>
<td>Ecommerce for ExpressLane and OPAC</td>
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<tr>
<td>ExpressLane for 24 stations</td>
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<tr>
<td>Teleforms w/ 4 Lines &amp; 9 messages</td>
<td>$2,261.00</td>
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<td>Patron API</td>
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<tr>
<td>Item Status API</td>
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<td>Collection Agency Interface</td>
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<td>Serials Control</td>
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<td>Patron Online Registration</td>
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<td>Homeroom Reports</td>
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<td>Circa Wireless Inventory</td>
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<td>ALLOWANCE</td>
<td>($2,000.00)</td>
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<tr>
<td>SOFTWARE &amp; HARDWARE MAINTENANCE TOTAL</td>
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<td>SUBSCRIPTIONS</td>
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<td>APL and APS</td>
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<tr>
<td>Encore Discovery Layer</td>
<td>$29,500.00</td>
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</tr>
<tr>
<td>Content Café Enriched OPAC Content (2)</td>
<td>$6,390.00</td>
<td></td>
</tr>
</tbody>
</table>

Estimated. Price is based on annual circulation and costs as charged by Baker & Taylor. Final cost may vary.
YEARS 3 THROUGH 5 MAINTENANCE  
(July 1, 2012 through June 30, 2015)
Maintenance will be paid in full on an annual basis at the beginning of each Subsequent Contract Term. Maintenance charges may be subject to a possible price increase in years three (3) through five (5) up to 5% per year at the Contractor’s discretion.

PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Total Implementation</th>
<th>$396,227</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract execution/</td>
<td>$79,245.40</td>
</tr>
<tr>
<td>Payment for Hardware</td>
<td></td>
</tr>
<tr>
<td>Completion of Initial</td>
<td>$79,245.40</td>
</tr>
<tr>
<td>Training (or no later than 120 days after Contract Execution, whichever comes first)</td>
<td></td>
</tr>
<tr>
<td>Completion of Software</td>
<td>$79,245.40</td>
</tr>
<tr>
<td>Functional Acceptance Test for OPAC/Cataloging/Circulation (Or no later than 180 days after Initial Training, whichever comes first)</td>
<td></td>
</tr>
<tr>
<td>Go-Live (or no later than 150 days after Initial Training, whichever comes first)</td>
<td>$79,245.40</td>
</tr>
<tr>
<td>Completion of Final Acceptance Test (or no later than 90 days after Go-Live, whichever comes first)</td>
<td>$79,245.40</td>
</tr>
</tbody>
</table>

Delays in the Project Implementation Plan in Exhibit K that are caused by the Contractor will result in equal delay of any impacted payments.

The County may withhold any payments due to the Contractor, which may be reasonably necessary due to third-party claims, damage to property caused by the Contractor, and/or the Contractor's failure to carry out the Work in accordance with this Agreement as determined by the County. Payments shall be made for amounts withheld only after the grounds for such withholding have been removed.
In the event that the County withholds any payment on any of the above grounds, it must notify the Contractor in writing within ten (10) days following of the date on which the County becomes aware of the event or condition on which the withholding is based; or the County's receipt of the invoice.

In the event of any changes in cost, Innovative shall provide the County with an invoice sixty (60) days in advance of payment due date.

NOTES:

Prices do not include any applicable sales taxes, which are the responsibility of the County.

The overall price of the systems is based on this software configuration. Therefore, no component of this package can be returned to Innovative for credit or refunds, unless defective.

Payments will be due thirty (30) days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.

The County will not be paying by credit card.
AGREEMENT NO. 442-09
EXHIBIT C

PRICING FOR ADDITIONAL/OPTIONAL SERVICES

Should Additional Services be required outside the scope of this Agreement, they will be procured at the following rates:

- Extended Onsite training $3,000 per day including travel and expenses
- Circa Device $500, or then current rate
- Accounting Interface, $5,000 plus annual software maintenance starting 1 year after installation

OPTIONS
The Fines Payment API may be swapped with credit from OPAC E-commerce when the County's payment portal is ready to accept fines. Credit will be based on pro-rating the cost of the OPAC E-commerce over the two-year term of this Agreement, with the County getting credit for the unused portion of the term, plus a 20% de-installation fee.

These rates are effective throughout the Contract Term.
AGREEMENT NO. 442-09
EXHIBIT D

TESTING PLAN

I. ROLES AND RESPONSIBILITIES

1. The Contractor shall:
   a. Notify the Project Officers prior to the commencement of each phase of testing and written certification that the hardware and/or system is ready for the County to test.
   b. Verify that the implemented modules are ready for APL and/or APS testing. A minimum of one (1) iteration of the testing must occur on the converted data.
   c. In the event of a failed test as determined by the Project Officers, the Contractor shall document remedial steps taken and within forty-eight (48) hours, provide an estimate as to when the system will be ready for re-testing.
   d. Provide written notification of receipt of test results from APL and APS.

2. The County will:
   a. Upon completion of the County’s testing, provide in writing any failed testing results to the Contractor or approval of the testing.
   b. Test the ILS as per the testing procedures herein. A minimum of one (1) iteration of the test procedures must occur on the converted data.
   c. Notify the Contractor when testing will begin and end.
   d. Provide the Contractor with test results that are in error.

II. HARDWARE FUNCTIONALITY TEST

Once the hardware has been successfully shipped and installed at the County site, the Contractor shall perform a Hardware Functionality Test. APL and APS personnel shall be provided an opportunity to be present at this test.

The intent of the test is to confirm that the hardware is correctly installed, fully operational and ready for use and must be successfully completed before the Software Function Acceptance Test begins.

III. TELECOMMUNICATIONS/NETWORK CONNECTIVITY TEST

Upon installation of the ILS at the County and after the Hardware Functionality Test is successfully completed, the Telecommunications/Network Connectivity test shall commence. The County shall conduct this test in cooperation with the Contractor.

The test must be completed within thirty (30) calendar days of the successful completion of the Hardware Functionality Test. The County, at its sole discretion, may elect to waive or not perform this test; for purposes of this contract, a waived test or not performing the test will be treated as having successfully passed.
The purpose of this test is to demonstrate that APL and APS are connected to the ILS and can successfully perform ILS functions.

This will include the following:

1. Successful connectivity of the Servers to the County LAN/WAN environment.
2. Successful connectivity from each remote site in APL and APS to the Servers.
3. Successful connectivity to the Internet from the Servers via the County network.
4. Successful connectivity to the Servers from the Internet.

The Contractor will be notified in writing within two (2) days of a failed test. Notification shall include the specific testing procedure and specific failure message or result. The Contractor in turn will have seven (7) calendar days upon receipt of notice to work with the County to remedy the problem.

The above tests must be successfully completed before the Software Functional Acceptance Test begins.

In addition, the County shall have thirty (30) days from delivery and setup of the Teleforms telephone notification system to test and report in writing problems to the Contractor. The Contractor in turn will have seven (7) calendar days upon receipt of notice to work with the County to remedy the problem. The Teleforms system will be deemed to have passed acceptance upon written certification by the County, or at the expiration of the thirty (30) day testing period with no written notification to the Contractor of any problems.

IV. SOFTWARE FUNCTIONAL ACCEPTANCE TESTS

The purpose of the Software Functional Acceptance Tests is to verify that the functional capabilities of the licensed software outlined in Exhibit B have been delivered and are operating correctly.

Testing will coincide with the installation of the various modules in accordance with Exhibit K of this Agreement.

The County will perform these tests, with the advice and support from the Contractor.

The County may compare the Software with the applicable user manuals to ensure that the functions exist and are operational.

Functions which do not operate properly shall be noted and reported in writing to the Contractor.

The Contractor shall clarify and resolve all reported problems within thirty (30) calendar days of receipt of a report. Within seven (7) days of receipt of notice of resolution from the Contractor, the County shall retest the function and confirm that the function has or has not been resolved.
The Software Functional Acceptance Test for a given module will be successfully completed when each problem properly reported in the testing period has been resolved. The County reserves the right to waive testing and accept or more modules without testing.

The County's acceptance of each of the licensed Software modules shown in Exhibit B shall occur upon successful execution of the software acceptance test, as evidenced by an acceptance report signed by the County, or upon successful usage of the product by the County in its operations for a period of ninety (90) consecutive days from Final Data Load, without notifications by the County to Innovative Interfaces of a problem that prevents acceptance, whichever shall occur first. Innovative Interfaces agrees to correct problems found in the course of this operational testing.

Unless the County provides the Contractor in writing with any claim that the System does not meet performance specifications on or before expiration of said ninety (90) days, it will be conclusively presumed that the System has met all performance specifications.

V. SYSTEM RELIABILITY PERFORMANCE TEST
The intent of the System Reliability Test is to determine the reliability of the fully integrated system including but not limited to hardware, software, interfaces, and converted data. The performance standard is 98 percent (98%) availability in any given period for all system functions including SIP2 interfaces for self-check and Patron API for Envisionware.

APL and APS will perform this test concurrent with the Final Acceptance Tests described below.

APL and APS will maintain the downtime log, and will provide copies of the log and measurement procedures to the Contractor upon request. Downtime is defined as the amount of time between the date/time that the Contractor is notified of the occurrence using agreed upon procedures and the date/time when the problem is resolved and normal library operations can resume. All downtime will be measured to the nearest increment of six (6) minutes. In calculating downtime, each occurrence will be measured, calculated, and logged separately into the operation log. At the conclusion of each test period, the downtime value resulting from each occurrence will be combined as the total amount of downtime.

The following downtime coefficient values shall be applied to actual downtime:

Critical Functions:
- Encore & Online Catalog System: Searching, Browsing, Authority Control, Display 1.00
- Circulation System: Charge, Discharge, Renewal, Holds processing, Patron inquiry, Item inquiry, Data entry 1.00

Major Functions:
- File updating, including import of bibliographic Records .75
- Bibliographic inquiry .75
Loss of Notice Production (printing/email/phone notices):
For more than 48 hours .50
For more than 8 but less than 48 hours .25

Functions required only on a daily basis or less often,
Calculated after 24 hours .25

All downtime related to preventive maintenance, power failure, improper
environmental conditions, and County staff error shall be excluded from the
calculation.

Continuous downtime in a test period that results in the two percent (2%)
threshold for the total test period being exceeded will automatically stop
the test. The Contractor shall take corrective measures. The test and
calculation shall be restarted by APL and APS at a time of their choosing
after the Contractor declares the system ready for testing.

The System Reliability Performance Test may be stopped and restarted two (2)
times for failure due to continuous downtime. If after two (2) complete tests
of ten (10) days each within a forty-five (45) day window, the system fails
to meet the performance standard, the Contractor shall analyze and evaluate
the situation and within ten (10) days recommend a plan to correct the
deficiency for approval by the County. The Contractor shall implement the
plan at their expense. APL and APS will initiate another test period when
they are satisfied that the deficiency is corrected.

The County, at its sole discretion, may elect to waive this test. The test
will be deemed to have been passed upon written certification by the County
or upon completion of the Final Acceptance Test with no notification of
System Reliability Test problems.

VI. FINAL ACCEPTANCE TEST

No later than ninety (90) calendar days after the ILS is operational for APS
and APL staff and patrons as certified by the Contractor, APL and APS shall
conduct the Final Acceptance Testing.

The intent of the Final Acceptance Testing is to measure overall system
performance after an initial period of using the ILS by APL and APS.
Functional errors and downtime will be logged during specified in peak and/or
off-peak hours, as determined by APL and APS. APS and APL will notify the
Contractor prior to these scheduled testing period(s).

The operating environment of the test will consist of normal APL and APS
operations. These may include the following:

1. Normal circulation functions
   a. Check in of items
   b. Check out of items
   c. Locating a patron by barcode
   d. Locating a patron by search
   e. Updating patron information (address, phone number, email)
   f. Creating a new patron
   g. Reviewing and updating patron fines
h. Reviewing patron account for holds, lost and charged items
i. Charging and item to a patron
j. Override due dates for transactions or an item
k. Return items for each branch
l. Renew items
m. Search for an item by title, author, keywords, item number, control number, call number
n. Trace an item or multiple items
o. Review holds by branch, item number, call number, date, title
p. Place items on hold for patron

2. Cataloging
   a. Global editing of all record types
   b. Heading and MARC code validation
   c. Single and multi-item creation
   d. Printing labels for items
e. Authority control
   f. Interfacing with OCLC

3. Acquisitions
   a. Processing of order records with vendors
   b. Vendor status reports, invoicing and electronic ordering
c. Invoice processing
d. Fund accounting reports

4. Reporting
   a. Reports on browser-based management reports
   b. Reports on specific item records
c. Reports on patron records
d. Reports by school, homeroom, student

The above list is not meant to encompass all expected daily occurrences. Other functions not listed may occur, which may be included as part of this test.

Response time for specific operational transactions and for live transactions against the ILS will be measured. This may include unreasonable response time for module responses that take over sixty (60) seconds to complete.

The test may be repeated if APL and/or APS so choose.

APL and APS will notify the Contractor in writing of any functions that do not operate properly. APL and/or APS will set priorities to correct deficiencies. The Contractor shall correct deficiencies at their expense within forty-eight (48) hours and shall notify APL and APS in writing when the Final Acceptance Test may resume. If the Contractor is unable to correct the deficiencies within forty-eight (48) hours, the Contractor shall provide in writing a plan and estimated timeframe for the corrections, which must be approved by the APL and APS Project Officers prior to commencement.

APL and APS will notify the Contractor in writing when the Final Acceptance Test has been successfully completed and accepted.
AGREEMENT NO. 442-09
EXHIBIT E

HARDWARE AND SOFTWARE MAINTENANCE

a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware"), subscriptions and the Circa device if purchased.

b) Maintenance of peripheral equipment purchased from Innovative is the responsibility of the County.

c) One (1) year after the first day of Initial Training, or July 1, 2011, whichever comes later, will constitute a Free Maintenance Period.

d) The term of this Agreement is five (5) years. The County will be billed the first month following the end of the free Maintenance Period in advance at $52,465\(^1\). If the County chooses to pay semi-annually, quarterly or monthly payments, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:

Payment Semi-annually: 3% increase
Payment Quarterly: 5% increase
Payment Monthly: 10% increase

Credit card payments are subject to a 3.5% fee for any invoices over $2,000.

e) Maintenance charges shall be subject to a possible price increase in years 3 through 5, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount. This increase will be determined excluding any percentage added as an administrative fee, as set out above. Thereafter, such maintenance may be continued, by mutual consent, at a cost to be negotiated.

f) The County must provide direct network internet access to the System; this would also apply to firewalls etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will remediate all Software errors, defects, bugs at Innovative’s sole expense.

g) Innovative will provide the County with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the County shall be responsible for the cost of new Hardware or operating system to accommodate the upgrade to the licensed software, then the County shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.

\(^1\)This amount is exclusive of taxes. The County will be responsible for all applicable sales taxes.
h) If the County adds any additional Innovative Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative’s then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.

i) Innovative will provide services 24 hours a day, 7 days a week. Innovative will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.

j) The County agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative to effect adjustments or repairs to the Hardware. The County agrees that for Hardware supplied by Innovative, the County shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) equipment will be the responsibility of the County, except for the CPU and RAID, which will be the responsibility of Innovative.

k) For Hardware purchased from Innovative Interfaces, Innovative Interfaces will remediate all Hardware and hardware related software failures, errors, defects, bugs at Innovative Interfaces’ sole expense.

l) For Hardware purchased from Innovative Interfaces, Innovative Interfaces will ensure that the operating system is current with appropriate security updates for Linux.

m) Any services provided due to County-supplied equipment failure, where such equipment was not purchased from Innovative, and over which Innovative has no direct control, shall be billable at Innovative’s then current maintenance rates.

n) This Maintenance Agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or the County’s negligence or misuse of the Hardware.

o) The Software shall be operated as the exclusive application on the Hardware.

THE COUNTY

By: ____________________________
Name: __________________________
Title: ___________________________
Date: 8/27/10

INNOVATIVE INTERFACES, INC.

By: ____________________________
Name: __________________________
Title: ___________________________
Date: 8/16/10
AGREEMENT NO. 442-09
EXHIBIT F

FORM OF ESCROW AGREEMENT

I. ESTABLISHMENT OF ESCROW
So long as the within-described license is in full force and effect, and as an additional material consideration for the granting, acceptance and continued benefits obtained and derived from such license, Innovative Interfaces and the County agree that a copy of all source code material necessary to maintain all software licensed thereunder shall be placed in escrow as follows. Furthermore, Innovative Interfaces will pay to list the County on the escrow policy for one year from the signing of this Agreement; thereafter the County may elect to continue on the policy for as long as the County maintains a license to the Software, and the County pays the renewal costs as determined by the Escrow Agent. All renewal notices will be sent by the Escrow Agent to the County at the address listed herein:

A. The Escrow Agent shall be Iron Mountain Intellectual Property Management, 2100 Norcross Parkway, Suite 150, Norcross, GA, 30092. In the event that the above-named Escrow Agent fails or refuses to assume the responsibilities of Escrow Agent or ceases to act as Escrow Agent, the parties shall agree upon a new Escrow Agent and shall issue demands to Iron Mountain to deliver the escrow material to such newly designated Escrow Agent.

B. Source code material shall be released to the County by the Escrow Agent upon the occurrence of the following event:

1. If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces and the same be not dismissed within sixty days, or

2. If Innovative Interfaces make any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement of compromise with its creditors under any statute or otherwise.

C. Verification of the occurrence of a condition precedent to the release of the escrowed materials shall be by a reasonable manner and means to the reasonable satisfaction of the Escrow Agent with written notice and opportunity to object given to Innovative Interfaces. The Escrow Agent shall have five days to release the escrowed documents or to advise the County in writing of the existence of a conflicting demand.

D. Should the County elect to continue on the Escrow policy, cost for annual renewal shall be approximately US$210.00 for the first year renewal. Second and subsequent renewal fees shall be
determined by the Escrow Agent, but with a percentage increase to the County of not more than five percent (5%) or the percentage increase of the Consumer Price Index, whichever is greater.

II. VERIFICATION OF ESCROWED MATERIALS
Verification of escrowed materials shall be by certified letter from the Escrow Agent to the County stating the identity of each document placed in escrow, the physical location of the escrow, and the date of establishment of the escrow.

III. ENHANCEMENT AND MODIFICATION
In the event that the software supplied to the County pursuant to the above-described license is enhanced or modified, the Licensor agrees to deposit into escrow all documents and data reasonably necessary to support and maintain such enhancements and modifications pursuant to all of the terms and conditions of this escrow agreement.

IV. CONFLICTING DEMANDS
In the event that the parties to this agreement, at any time, give the Escrow Agent conflicting demands, the Escrow Agent shall promptly attempt to resolve the conflict. In the event that the Escrow Agent is unable to resolve the conflict within ten days, the Escrow Agent shall interplead the escrowed materials into a court of competent jurisdiction. Each of the parties hereto agrees to indemnify and hold the Escrow Agent harmless from all costs and expenses, including reasonable attorney's fees, in the event that a conflict of demands requires interpleader.

V. TERMS OF RELEASE OF ESCROWED MATERIAL
In the event that the material escrowed hereunder is released to Licensee, said materials shall nevertheless remain the property of innovative Interfaces, its assigns, trustees, and/or successors in interest. The escrowed materials shall be subject to all of the terms and conditions of the underlying license granted to Licensee, including but not limited to, trade secrets and confidentiality protection. The County agrees that the escrowed materials shall be used exclusively for the maintenance of the licensed software and for no other purposes. The County agrees to make all persons working with such licensed escrowed material aware of the terms and conditions of the license and their liability for unauthorized use of the licensed escrow material.
HARDWARE ENVIRONMENT FOR ARLINGTON COUNTY LIBRARIES

4 Servers total

1x Millennium - Configured for dual database (Public Library, School Libraries)
2x Encore - 1 Public Library, 1 School Libraries
1x Test Server/Training Server

All servers identical IBM xSeries 205 basic chassis with 4x 13Gb drives for support and sparing from Innovative, differing in specific processor and memory. Representative front/har/illustration above. All servers 4x73 Gb internal hot swap 15K RPM SAS drives with hardware RAID, dual 10/100/1000 Gb Ethernet, internal DDS tape drive. Tape drive shown for illustration purposes only; actual drive is internal hot swappable DDS in 242 bay.

Total Rack Space 4x2U servers + 1x 2U UPS = 10U
Network Drops = 3 Public, 4 Staff
Total Site Power Connections = 4x 115VAC
Actual Server Power connections 5x 115VAC
(Millennium Server dual power supply through APC Rackmount UPS, 2x 115VAC out, 1x 115VAC in)
CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS

By signing this bid, the bidder agrees that (i) neither the bidder nor any employee of the bidder who will have contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child, and (ii) unless expressly disclosed in an attachment to this Bid on the bidder's official letterhead stationery, neither the bidder nor any employee of the bidder who will have contact with students has been convicted of a crime of moral turpitude (see attachment A & B).

The bidder further agrees that if an employee who has not previously submitted a certification is assigned to the Work under the contract, that the employee signed certification will be kept with the bidder and provided to the Arlington County School Board, upon demand.
AGreement No. 442-09
Exhibit I

NonDisclosure and Data Security Agreement

Innovative Interfaces, Incorporated (Contractor) hereby agrees that it will hold County information, documents, data, images, records and the like (hereafter “information”) confidential. This includes but is not limited to the information of the County, its employees, contractors, residents, taxpayers, and property.

Contractor agree that it will not divulge this information or allow or facilitate access to it by any unauthorized person, for any purpose, or any information obtained directly, or indirectly, as a result of its participation on the Arlington County ILS Implementation. This includes but is not limited to information that in any manner that describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment records, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission), for any purpose other than that directly associated with its officially assigned duties on the ILS project. Contractor is aware that any unauthorized use or disclosure of information is prohibited and, in addition, may also constitute a violation of Virginia law (e.g., the Government Data Collection and Dissemination Practices Act, formerly called the Privacy Protection Act, Va. Code § 2.2-3800 et seq., and the Secrecy of Information Act, Va. Code § 58.1-3, which may be punishable by a jail sentence of up to six months and/or a fine of up to $1,000.00.)

Contractor also agrees that it will not divulge or facilitate the divulgence to or access by any unauthorized person for any purpose of any non-ILS confidential or proprietary information obtained directly, or indirectly, as a result of its participation on the Arlington County ILS implementation.

Contractor also agree that it will take strict security measures and follow the County’s Information Security regulations to ensure that information is not improperly stored, that if stored that it is encrypted and stored securely, and cannot be retrieved or accessed by non-authorized persons, and that any device or media on which data is stored, even temporarily, will have strict security and access control, and that it will not cause any such information to leave its work site or the County’s physical facility, if working onsite. Contractor also agrees that it will not work remotely or remove any information from its worksite or the County’s physical facility without express written authorization of the County Project Officer.
Contractor will ensure that any Innovative Interface, Inc. laptop, other equipment or media connected to the County network shall be free of all of all computer viruses and/or running the latest version of an industry standard virus protection program.

Contractor also agrees that it will notify the County Project Officer immediately upon discovery of any unauthorized use or disclosure of the information, or any other breach of this Nondisclosure and Data Security Agreement, and will cooperate with the County in every way to help the County regain possession of any information and prevent its further unauthorized use.

Contractor also agrees that all duties and obligations enumerated in this agreement also extend to any and all employees, contractors or subcontractors who are given access to County information by the Contractor. Breach of any of the above conditions by Contractor's employees, contractors or subcontractors shall be treated as a breach by Contractor.

At the conclusion of the term of this agreement, Contractor agrees to return all non-Innovative Interface, Inc. information to the County Project Officer.

Signed:  
GERARD M. KLINE, CHAIRMAN & CEO  

Date:  8/6/10

Attest:  
WENDY GREEN, CONTRACTS SPECIALIST  

Date:  8/6/10
AGREEMENT NO. 442-09
EXHIBIT J

SOFTWARE LICENSE

Arlington County agrees that the Software provided to the County by INNOVATIVE is owned and title is retained by INNOVATIVE.

Each licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by INNOVATIVE to the County, are the exclusive property of INNOVATIVE. Title and full ownership rights in all licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and INNOVATIVE's intellectual property are reserved to and shall remain proprietary to INNOVATIVE. The County shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Software products and related materials.

INNOVATIVE hereby grants to the County, upon payment in full of the Purchase Price, a non-transferable, non-exclusive, perpetual license to use a single copy of the Software and all user manuals, technical manuals and other Documentation in conjunction with the Equipment specified to INNOVATIVE as the Equipment with which it is to be exclusively used. Prior to payment in full, the County shall have full right to use the system as long as they are in compliance with the Licensing terms and not in default on the scheduled payment listed in Exhibit B. Prior to the granting of this license, the County shall not encumber the Equipment, Software, or any part thereof nor permit a third party to take possession thereof in any way whatsoever prejudicial to the rights of INNOVATIVE. The County shall have no right to sub-license or assign its rights in respect of the Software or any part thereof.

The County agrees to keep confidential all material and documentation relating to the Software and any modification thereto. The County will not make available or distribute any program code or description associated with the System in any form whatsoever to third parties, without the prior written approval of Innovative Interfaces.

Furthermore, both the County and INNOVATIVE agrees not to divulge or disclose to any third party any confidential information which comes to the knowledge of such party as a result or in performance of this Agreement, unless such information becomes publicly available through no fault of INNOVATIVE or the County.

The County may make copies of Software and Documentation, as required for backup purposes in support of the use of the Software, but the County must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notice(s) in each form in which it appears, to the extent it is physically possible to do so.
The term of this Software License is for as long as the County uses for the Software for its intended purpose. This Agreement may be terminated by the County without further liability upon thirty (30) days prior written notice. INNOVATIVE may terminate this Agreement if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the INNOVATIVE.

INNOVATIVE warrants that the software will conform to the requirements and specifications as set forth in Exhibit A. INNOVATIVE warrants the operation of all software products for the term of this Agreement and will provide all revisions, updates, upgrades, and minor releases to both the software and supporting documentation during that warranty as long as this Agreement is effective.

The County is responsible for the acquisition at its own expense of all supplies to be used in the day to day operation of the Software including, without limitation, paper, magnetic tape, ribbons for printers, and forms.

If without the approval of INNOVATIVE the County shall exceed the Software specifications as set forth in Exhibit B; utilize the System for a purpose which is unrelated to MILLENIUM applications; or make modifications to the System or additions not approved in writing by INNOVATIVE, then INNOVATIVE shall be relieved from any responsibility for a breach of warranty and any other performance guarantees set forth in this agreement.

The Allowance given, if any, applies to the total price of this system configuration only. Therefore, no component of this package can be returned to INNOVATIVE for credit or refunds, unless defective.

The County will supply Innovative Interfaces with a tax exemption number or pay any and all State and Local taxes with respect to the acquisition by it of the System or any part thereof. If the County becomes non-exempt at any time and such taxes become applicable, the County agrees to indemnify Innovative Interfaces with respect to any liability or expense incurred by Innovative Interfaces in respect thereof.

**ARLINGTON COUNTY**

By: [Signature]

Name: Pamela Hayes

Title: Assistant Purchasing Agent

Date: 8/27/10
AGREEMENT NO. 442-09
EXHIBIT K

PROJECT IMPLEMENTATION PLAN

This Project Implementation Plan is designed to provide the County with a general timeline of events. The Final Project Implementation Plan may vary with respect to the dates and order of events as mutually agreed upon between the County and the Innovative Interfaces Team. The timing of the initial events in this plan reflect typical practices which are dependent on key deliverables from the County and current availability of Innovative staff resources. From time to time, the County and Innovative Interfaces may jointly review the Final Project Implementation Plan and make such revisions to it as are mutually agreed upon. This review shall also serve to clarify each event and establish intermediate events and dates as necessary. A delay in any one such event shall cause a delay in all subsequent events. Delays are subject to rescheduling as resources are available.
## Arlington County

### Millennium Implementation Schedule

<table>
<thead>
<tr>
<th>Major Tasks</th>
<th>Notes</th>
<th>Task Completed By</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Signing</td>
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<tr>
<td>Introduction Conference Call with Project Leaders</td>
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<tr>
<td>Profile Data Delivery (Barcode Authority)</td>
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<td>Pre-implementation consultation:</td>
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<td>Configuration of Millennium system and database:</td>
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<tr>
<td>Configuration of Encore</td>
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<tr>
<td>Server Installation (Millennium and Encore)</td>
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<tr>
<td>Initial Training</td>
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<td>Annual Training</td>
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<tr>
<td>Publishing: BarCode; Evaluation, Ventilation</td>
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<tr>
<td>Publishing: BarCode; Evaluation, Ventilation</td>
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<tr>
<td>Sample Patron Data Delivery</td>
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<tr>
<td>System Customization</td>
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<td>System Customizations</td>
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<tr>
<td>Profile Database Test/Single Patron Record Load</td>
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<td>Publish Database Test/Single Patron Record Load</td>
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<td>Training Week 2</td>
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<td>Training Week 2</td>
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<tr>
<td>Circulation Testing/Internal Training</td>
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<td>Publishing: Patron</td>
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<td>Training Week 3</td>
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<td>Full Bibliography/Authority Data Delivery</td>
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<td>Final Load: Bibliography/Authority</td>
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<td>Full Patron Data Delivery</td>
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<td>Final Load: Patron</td>
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<td>Final Load: Patron</td>
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<td>Circulation Data Delivery (Checkouts, Fines, Holds)</td>
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<td>Training Week 4</td>
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<td>Training Week 4</td>
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<tr>
<td>Search/Bookings Data Delivery</td>
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<td>Live Searchers</td>
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<tr>
<td>Acquisitions Data Delivery</td>
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<td>Acquisitions Data Delivery</td>
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<tr>
<td>Final Load: Acquisitions</td>
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<tr>
<td>Final Load: Acquisitions</td>
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</tbody>
</table>

### Target Dates

**Color Legend**
- BLACK - Both Libraries
- BLUE - Public Library
- RED - Branch Library
- GREEN - Staff Library

*Delivery deadline is 30 days before initial training*

**Responsible Parties**
- A. Customer
- B. Innovative System Engineer
- C. Innovative Data Profiling Analyst
- D. Innovative Training Consultant
- E. Innovative Project Manager
- F. Innovative Encore Services/Additional IT Staff/Units
<table>
<thead>
<tr>
<th>Task</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Execution</td>
<td>The date on which the County signs the contract.</td>
</tr>
<tr>
<td>Introductory Conference Call with Project Leaders</td>
<td>A conference call between the parties to introduce the project leaders on each side.</td>
</tr>
<tr>
<td>Profile Data Delivery</td>
<td>The County delivers initial bibliographic, item and authority data files which will be used for system profiling and review.</td>
</tr>
<tr>
<td>Pre-implementation consultation visit</td>
<td>On-site meeting at the County by the Contractor to review the profile data and discuss the system profile and configuration.</td>
</tr>
<tr>
<td>Configuration of Millennium system and database</td>
<td>Set-up of the Millennium and Test/Training servers at the Contractor's headquarters. Configuration of the operating systems. Installation of the application. Configuration of the application. Initial load of the Profile Data (Bib/Item/Authority).</td>
</tr>
<tr>
<td>Configuration of Encore</td>
<td>Set-up of the Encore servers at the Contractor's headquarters. Configuration of the operating systems. Installation of the application. Configuration of the application.</td>
</tr>
<tr>
<td>Server Installation</td>
<td>Delivery of the Millennium, Test/Training, and Encore servers to the County. Unpacking and installation of the servers, bringing them up and connecting them to the County's network.</td>
</tr>
<tr>
<td>Initial Training</td>
<td>OPAC &amp; Database Evaluation, Systems Administration I &amp; II with WebPAC administration and Circulation Parameters</td>
</tr>
<tr>
<td>Profiling – Bib/Item, Evaluation, Verification</td>
<td>Review of the profile data load and database configuration by the County. Verification that all expected data and fields are present. Discussions with the Contractor regarding configuration and profile, requesting changes to both as appropriate.</td>
</tr>
<tr>
<td>Sample Patron Data Delivery</td>
<td>County delivers initial patron data files which will be used for system profiling and review.</td>
</tr>
<tr>
<td>System Customization</td>
<td>Contractor makes changes to system configuration and profile based on discussions and requests from the County.</td>
</tr>
<tr>
<td>Profile Database Reload/Sample Patron Record Load</td>
<td>Profile bib/item/authority data reloaded under new configuration and profile. Sample patron data loaded.</td>
</tr>
<tr>
<td>Training Visit 2</td>
<td>Cataloging I, Circulation I and Acquisitions I</td>
</tr>
<tr>
<td>Circulation Testing/Internal Training</td>
<td>The County tests circulation parameters as they have been set-up in the system to ensure they work as expected; adjustments to the parameters are made as necessary. Internal training of front-line library staff commences.</td>
</tr>
<tr>
<td>Profiling: Patron</td>
<td>Review of the sample patron load and configuration by the County. Verification that all expected data and fields are present. Discussions with the Contractor regarding configuration and profile, requesting changes to both as appropriate.</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Training Visit 3, Encore Kickoff</td>
<td>Cataloging II, Circulation II, and Serials I</td>
</tr>
<tr>
<td>Full Bib/item/authority data delivery</td>
<td>The County delivers final and complete bib/item/authority data.</td>
</tr>
<tr>
<td>Final Load: Bib/Item/Authority</td>
<td>Final bib/item/authority data loaded.</td>
</tr>
<tr>
<td>Live Cataloging</td>
<td>The County can begin live cataloging on the system.</td>
</tr>
<tr>
<td>Full Patron Data Delivery</td>
<td>The County delivers final and complete patron data.</td>
</tr>
<tr>
<td>Final Load: Patron</td>
<td>Final patron data loaded.</td>
</tr>
<tr>
<td>Circulation Data Delivery (Checkouts, Fines, Holds)</td>
<td>The County delivers complete circulation transaction data for checkouts, fines and holds.</td>
</tr>
<tr>
<td>Circulation Migration</td>
<td>All circulation transactions (checkouts, fines, holds) are loaded.</td>
</tr>
<tr>
<td>Live WebPAC/Circulation/Encore (Go-Live)</td>
<td>The system enters production use for the public, circulation and cataloging modules.</td>
</tr>
<tr>
<td>Training Visit 4</td>
<td>Acquisitions II, Serials II and Q&amp;A Follow-up on all modules</td>
</tr>
<tr>
<td>Serial Holdings Data Delivery</td>
<td>The County delivers serials holdings data.</td>
</tr>
<tr>
<td>Final Load: Serial Holdings</td>
<td>Serial holdings data loaded.</td>
</tr>
<tr>
<td>Live Serials</td>
<td>The County can begin live use of the serials module.</td>
</tr>
<tr>
<td>Acquisitions Data Delivery</td>
<td>The County delivers acquisitions data.</td>
</tr>
<tr>
<td>Final Load: Acquisitions</td>
<td>Acquisitions data loaded.</td>
</tr>
<tr>
<td>Live Acquisitions</td>
<td>The County can begin live use of the acquisitions module.</td>
</tr>
<tr>
<td>Millennium Implementation Complete</td>
<td>All hardware, software &amp; services outlined in Exhibit B of the Contract are successfully delivered and/or installed.</td>
</tr>
</tbody>
</table>