NOTICE OF CONTRACT AMENDMENT

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

DATE ISSUED: FEBRUARY 15, 2012

CURRENT REFERENCE NO: 287-11

CONTRACT TITLE: LIB - INTEGRATED LIBRARY SYSTEM

AMENDMENT NO: 6

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

The above referenced contract is amended as follows:

REFER TO ATTACHED AMENDMENT NO. 6 THAT AMENDS EXHIBITS A AND B.

Mr. Ashley Barnes
Procurement Officer

DATE: 2-15-12
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 287-11
AMENDMENT NUMBER 6

This Amendment Number 6 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 287-11, as amended (Main Agreement), 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).

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

ADD TO EXHIBIT A (SCOPE OF WORK) OF THE MAIN AGREEMENT THE FOLLOWING AS ITEMS TO SECTION II.B.1.f.(2):

(p) Reporter

(q) Three (3) additional Review Files

ADD TO EXHIBIT A (SCOPE OF WORK) OF THE MAIN AGREEMENT THE FOLLOWING AS ITEMS TO SECTION II.B.1.:

i. Harvest the APL Millennium database for the web-based Reporter software in order to provide data mining, reporting, and statistical capabilities.

j. Provide three (3) additional Review Files to facilitate increased loading capacity of records.

ADD THE FOLLOWING ITEMS TO EXHIBIT B (PRICING AND PAYMENT SCHEDULE) OF THE MAIN AGREEMENT:

Year 2 - Reporter and Review Files
   Subscriptions: Reporter (including set up) $23,250
   Three (3) Review Files: $6,500

Year 2 - Maintenance
   3 Additional Review Files $420

Years 3 and 4 - Reporter
   Reporter $16,750/year

The County shall pay Contractor for additional work under this Amendment as follows:

1. Upon completion of the work called for in this amendment (installation of Reporter and Review Files), the County shall pay the contractor $30,170 for services rendered for a 12 month period starting from the date of installation.

2. If the County chooses to renew the Main Agreement for years 3 and 4, the County shall pay the Contractor $16,750 for each 12 month period during Years 3 and 4 for the Reporter subscription. Annual payment for the
Reporter Subscription shall occur on the anniversary date of the Reporter Program's installation.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 2/15/12

INNOVATIVE INTERFACES, INCORPORATED
TAXPAYER ID NUMBER, SSN/EIN: 94-2553274

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Susan Milliken, Director Customer Sales
DATE: 2/10/12

287-11 Amendment No. 6
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
      - Two (2) 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
      - Two (2) 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.

   Year II
   One (1) SIERRA IBM x3650 M3 rack mount server
   - Red Hat Enterprise Linux Operating System
   - Dual 2.4 Ghz Six-core Intel Xeon 5500 series processors
   - 24 Gb memory (Maximum memory capacity 128 Gb)
   - Eight (8) internal hot swap 146 Gb 10K RPM SAS drives
   - Integrated hardware RAID controller
   - Internal multi-burner optical drive
   - 10/100/1000 Mbps Ethernet connectivity
   - Two (2) 460W Power Supplies
   - 400/800 Gb LTO-3 tape drive (external)
   - Remote system management capability
   - Associated cables/controllers

   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 167 simultaneous staff users (90 for APL, 77 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 CSDirect (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

     (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
• 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
(n) Volume Level Holds
(o) Fines Payment Web Service
(p) Reporter
(q) Three (3) additional Review Files

(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

(c) OPACS
   • KidsOnline children’s OPAC

g. Provide software maintenance and support services as specified in Exhibit E.
h. Provide the County with a license to the Sierra Software, and install Sierra Software with separate bibliographic, patron, and transaction databases for each of APL and APS. Core functionalities for the system operating under the Sierra Software must be maintained and operational. At a minimum, the core functionalities outlined in I.A. and II.B. 1. f. (1) - (3) must be maintained after transition from Millennium to Sierra.
i. Harvest the APL Millennium database for the web-based Reporter software in order to provide data mining, reporting, and statistical capabilities.
j. Provide three (3) additional Review Files to facilitate increased loading capacity of records.

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 Circulation Transaction Files Conversion Services for APL:
   (1) Mapping of two (2) TLC transaction items files into Innovative-approved format for checkout, fine, and item-level hold transactions. Assumes format of the data to be converted will be the same as the template provided in files "transit_ACPL.txt" and "transitem_ASCH.txt."
   (2) Consultation services between APL and Innovative Conversion Services staff to finalize the specification for conversion purposes.
   (3) Include on change to the conversion specification after the first full set of converted file(s) has been delivered.

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

e. Provide migration services from the Innovative Interface, Inc. Millennium platform to the Innovative Interface, Inc. Sierra operating platform to include current functions and additions of:
   (1) PostgreSQL architecture and access - Relational database; Ability to mine data using third-party tools; Ability to develop local applications using API layer
   (2) Sierra Desktop Application
   (3) Sierra Dashboard container - Staff client with unified architecture and configuration capabilities based on staff member
   (4) Maintenance of current business logic

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
(d) Create a load profile for importing LTI authority records and associated bib records into the Arlington Millennium catalog for APL.
(e) Create a load profile for importing and adding additional item records to existing bibliographic records in the Arlington public Library Millennium catalog.

(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 APL 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 respecting 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.

l. Make Additional Web-based tutorials available to provide supplemental training on topics that may need more in-depth coverage than the on-site training offers:
   - WebPAC Pro
   - Content Access Service (CASE)
   - Web Access Management
   - Course Reserves

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.

287-11 Amendment No. 6
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 APS on a 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>$184,350.00</td>
<td>167 simultaneous staff users - REVISED AMEND #1</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>Included</td>
<td></td>
</tr>
<tr>
<td>2nd Power Supply for Training Server</td>
<td>$950.00</td>
<td>REVISED AMEND #1</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>AirPAC</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>Cataloging w/ OCLC Interface</td>
<td>Included</td>
</tr>
<tr>
<td>Report Writers</td>
<td>Included</td>
</tr>
<tr>
<td>Circulation</td>
<td>Included</td>
</tr>
<tr>
<td>Quick Click Ordering</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>Database Management System</td>
<td>Included</td>
</tr>
<tr>
<td>RSS FeedBuilder</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>Z39.50</td>
<td>Included</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>
</tr>
</tbody>
</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>
</tr>
<tr>
<td>Acquisitions w/ EDI</td>
<td>Included</td>
</tr>
<tr>
<td>Patron API</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>Item Status API</td>
<td>$21,500.00</td>
</tr>
<tr>
<td>Collection Agency</td>
<td>$11,500.00</td>
</tr>
<tr>
<td>Interface</td>
<td>Included</td>
</tr>
<tr>
<td>Serials Control</td>
<td>Included</td>
</tr>
<tr>
<td>Patron Online Registration</td>
<td>$5,250.00</td>
</tr>
<tr>
<td>Service Description</td>
<td>Cost</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Floating Collections</td>
<td>$5,775.00</td>
</tr>
<tr>
<td>Volume Level Holds</td>
<td>$6,650.00</td>
</tr>
<tr>
<td>Fines Payment</td>
<td>$12,500</td>
</tr>
<tr>
<td><strong>Homeroom Reports</strong></td>
<td>Included</td>
</tr>
<tr>
<td>Circa Wireless Inventory with Circa Device</td>
<td>$4,950.00</td>
</tr>
<tr>
<td>KidsOnline</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>Patron Reviews</td>
<td>$11,500.00</td>
</tr>
<tr>
<td><strong>ALLOWANCE</strong></td>
<td>($272,870.00)</td>
</tr>
<tr>
<td><strong>SOFTWARE &amp; HARDWARE TOTAL</strong></td>
<td>$317,787.00</td>
</tr>
<tr>
<td><strong>SUBSCRIPTIONS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>APL and APS</strong></td>
<td></td>
</tr>
<tr>
<td>Encore Discovery Layer</td>
<td>$29,500.00</td>
</tr>
<tr>
<td>Content Café Enriched OPAC Content (2)</td>
<td>$12,890.00</td>
</tr>
<tr>
<td><strong>APL ONLY</strong></td>
<td></td>
</tr>
<tr>
<td>SMS Text Hold Pickup Notices</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>ContentPro for up to 3,500 digital objects</td>
<td>$9,500</td>
</tr>
<tr>
<td>Encore Harvester</td>
<td>$4,500</td>
</tr>
<tr>
<td><strong>SUBSCRIPTIONS TOTAL</strong></td>
<td>$64,890.00</td>
</tr>
<tr>
<td><strong>SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>Hardware Implementation</td>
<td></td>
</tr>
<tr>
<td>Software Implementation</td>
<td></td>
</tr>
<tr>
<td>Data Loading/Conversion</td>
<td></td>
</tr>
<tr>
<td>Interfaces</td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td></td>
</tr>
<tr>
<td>27 days of on-site Training and Training</td>
<td></td>
</tr>
<tr>
<td>Support</td>
<td></td>
</tr>
<tr>
<td>Implementation Consulting</td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td></td>
</tr>
<tr>
<td><strong>APL ONLY</strong></td>
<td></td>
</tr>
<tr>
<td>Circulation Transaction</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Files Conversion Services</td>
<td></td>
</tr>
<tr>
<td>Load Profile for LTI Authority</td>
<td>$2,500</td>
</tr>
<tr>
<td>Load Profile</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$85,000.00</td>
</tr>
<tr>
<td><strong>TOTAL IMPLEMENTATION</strong></td>
<td>$467,677.00</td>
</tr>
</tbody>
</table>

**YEAR 2 - SIERRA UPGRADE**
(October 31, 2011 through December 30, 2012)

<table>
<thead>
<tr>
<th>HARDWARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sierra IBM x3650 M3 rack mount server</td>
</tr>
</tbody>
</table>

287-11 Amendment No. 6
### SOFTWARE

<table>
<thead>
<tr>
<th>Sierra Upgrade</th>
<th>$74,975</th>
<th>REVISED AMEND #5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL SIERRA UPGRADE</strong></td>
<td><strong>$89,975</strong></td>
<td></td>
</tr>
</tbody>
</table>

### YEAR 2 - REPORTER AND REVIEW FILES
(12 Months from Initial Installation of Reporter and Review Files)

<table>
<thead>
<tr>
<th>SUBSCRIPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporter</td>
</tr>
<tr>
<td>Three (3) Review Files</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>HARDWARE</th>
<th>APL and APS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPONENT</td>
<td>MAINTENANCE COST</td>
</tr>
<tr>
<td>Server/Client Licenses</td>
<td>$20,610.00</td>
</tr>
<tr>
<td>Test/Training Environment</td>
<td>$3,732.00</td>
</tr>
<tr>
<td>Production Server</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Encore Servers (2)</td>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SOFTWARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WebPAC Pro w/ My Millennium</td>
</tr>
<tr>
<td>Collection Scoping</td>
</tr>
<tr>
<td>AirPAC</td>
</tr>
<tr>
<td>Cataloging w/ OCLC Interface</td>
</tr>
<tr>
<td>Report Writers</td>
</tr>
<tr>
<td>Circulation</td>
</tr>
<tr>
<td>Quick Click Ordering</td>
</tr>
<tr>
<td>Database Management</td>
</tr>
<tr>
<td>System</td>
</tr>
<tr>
<td>RSS FeedBuilder</td>
</tr>
<tr>
<td>Z39.50</td>
</tr>
<tr>
<td>Millennium Load</td>
</tr>
<tr>
<td>Scheduler</td>
</tr>
<tr>
<td>Web Access Management</td>
</tr>
<tr>
<td>Spanish Language OPAC (x 2)</td>
</tr>
<tr>
<td>Enterprise Backup API for servers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APL ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ecommerce for ExpressLane and OPAC</td>
</tr>
<tr>
<td>ExpressLane for 24 stations</td>
</tr>
<tr>
<td>Teleforms w/ 4 Lines &amp; 9 messages</td>
</tr>
<tr>
<td>Acquisitions w/ EDI</td>
</tr>
<tr>
<td>Item</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>Patron API</td>
</tr>
<tr>
<td>Item Status API</td>
</tr>
<tr>
<td>Collection Agency</td>
</tr>
<tr>
<td>Interface</td>
</tr>
<tr>
<td>Serials Control</td>
</tr>
<tr>
<td>Patron Online</td>
</tr>
<tr>
<td>Registration</td>
</tr>
<tr>
<td>Floating Collections</td>
</tr>
<tr>
<td>Volume Level Holds</td>
</tr>
<tr>
<td>Fines Payment</td>
</tr>
<tr>
<td>3 Additional Review Files</td>
</tr>
</tbody>
</table>

REVISED AMEND #1
REVISED AMEND #4 (Begins on Year 3 of Agreement.)
REVISED AMEND #6 (Begins on Year 3 of Agreement.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeroom Reports</td>
<td>Included</td>
</tr>
<tr>
<td>Circa Wireless Inventory</td>
<td>$668.00</td>
</tr>
<tr>
<td>KidsOnline (x 2)</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>Patron Reviews</td>
<td>$1,035.00</td>
</tr>
<tr>
<td>ALLOWANCE</td>
<td>($2,000.00)</td>
</tr>
<tr>
<td>SOFTWARE &amp; HARDWARE</td>
<td>$63,638.00</td>
</tr>
<tr>
<td>MAINTENANCE TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

SUBSCRIPTIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encore Discovery Layer</td>
<td>$29,500.00</td>
</tr>
<tr>
<td>Content Café Enriched</td>
<td>$6,390.00</td>
</tr>
<tr>
<td>OPAC Content (2)</td>
<td></td>
</tr>
</tbody>
</table>

Estimated. Price is based on annual circulation and costs as charged by Baker & Taylor. Final cost may vary.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMS Text Hold Pickup</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>Notices</td>
<td></td>
</tr>
<tr>
<td>ContentPro for up to 3,500 digital objects</td>
<td>$9,500</td>
</tr>
<tr>
<td>Encore Harvester</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBSCRIPTIONS TOTAL</td>
<td>$58,390.00</td>
</tr>
<tr>
<td>MAINTENANCE TOTAL</td>
<td>$122,448.00</td>
</tr>
</tbody>
</table>

YEARS 3 AND 4 - REPORTER
(12 Months from anniversary date of Initial Installation of Reporter and Review Files)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporter</td>
<td>$16,750 per each 12 month term</td>
</tr>
</tbody>
</table>

REVISED AMEND #6

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

Total Implementation

Contract execution/ $79,245.40
Payment for Hardware

Completion of Initial $79,245.40
Training (or no later than
120 days after Contract
Execution, whichever comes first)

Completion of Software $79,245.40
Functional Acceptance Test
for OPAC/Cataloging/Circulation
(Or no later than 180 days after
Initial Training, whichever comes first)

No Later than Go-Live Date/ $58,950
Payment for Amendment Number 1

Go-Live (or no later than
$79,245.40
150 days after Initial Training,
whichever comes first)

Completion of Final $91,745.40
Acceptance Test (or no later
than 90 days after Go-Live,
whichever comes first)

Total Sierra Upgrade $89,975

Signing for Sierra Upgrade $44,987.50
Payment for Amendment Number 5

Completion of Sierra Testing $44,987.50
Payment for Amendment Number 5

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.