

**RESOLUTION NO. 107-12-17**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIBLIOTHECA, INC. TO PROVIDE EQUIPMENT AND INSTALLATION OF RFID CONVERSION HARDWARE AND SOFTWARE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons and

**WHEREAS**, the Town is responsible for the maintenance and upgrading of its library system and requires a contractor to provide RFID hardware, software and conversion equipment; and

**WHEREAS**, Collier County has bid and awarded a five-year contract to Bibliotheca, Inc. ("Contractor") whereby Bibliotheca, LLC will be providing the County with maintenance and repair services to the County's Library system; and

**WHEREAS**, Bibliotheca, LLC is providing these services to the County per contract number 13-6146, effective from April 7, 2014 through March 31, 2019; and

**WHEREAS**, the Collier County solicitation of services permitted Bibliotheca, LLC to provide its services to other governmental units; and

**WHEREAS**, pursuant to the Town's purchasing procedures, the Town may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures; and

**WHEREAS**, the Town would like to “piggy back” the contract between Collier County and Bibliotheca, LLC; and

**WHEREAS**, Bibliotheca, LLC has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in contract number 13-6146; and

**WHEREAS**, Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to “piggy back” the contract between the Collier County and Bibliotheca, LLC, and to enter into a contract with Bibliotheca, LLC.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein by reference.

**Section 2.** The Mayor is hereby authorized and directed to execute a contract with Bibliotheca, LLC for services associated with the installation and RFID conversion of the Town’s Library collection. A copy of the proposed contract Quote is attached hereto and incorporated herein as Exhibit A and the Collier County Agreement contract with Bibliotheca is attached hereto and incorporated herein as Exhibit “B”.

**Section 3.** This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

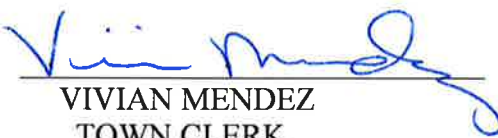
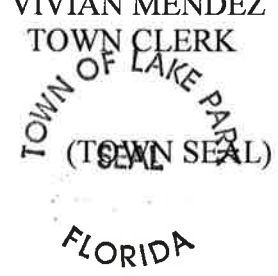
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER ANNE LYNCH	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 107-12-17 duly passed and adopted this 20 day of December, 2017.

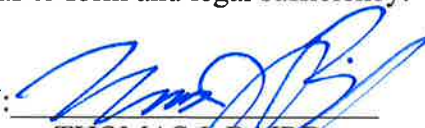
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK  
  
TOWN OF LAKE PARK  
(TOWN SEAL)  
FLORIDA

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**CONTRACT FOR RADIO FREQUENCY IDENTIFICATION SYSTEM**

**FOR**

**LAKE PARK PUBLIC LIBRARY**

**THIS CONTRACT FOR RADIO FREQUENCY IDENTIFICATION (RFID) SYSTEM and related conversion equipment is made and entered into this 20th day of December, 2017, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Bibliotheca, LLC, 3169 Holcomb Bridge Road, NW, Suite 200 Norcross, GA 30071("Contractor").**

**WITNESSETH THAT**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town if empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

**WHEREAS**, the Town is responsible for the Library circulation system and requires a contractor to provide services; and

**WHEREAS**, pursuant to its purchasing policy, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

**WHEREAS**, Collier County solicited proposals from qualified contractors to install Radio Frequency Identification System (RFID); and

**WHEREAS**, Bibliotheca, LLC has previously entered into an Agreement Number 13-6146 with Collier County (the "Contract") executed September 15th, 2014, and updated on May 1, 2017 to install a RFID, copies of which are attached hereto as Exhibits A and "B" and incorporated herein; and

**WHEREAS**, the Collier County RFP represented and pursuant to its acceptance of the award of same, Bibliotheca agreed to provide the same RFID products at the same pricing to other governmental entities; and

**WHEREAS**, the Town desires to "piggyback" onto the Contract between Bibliotheca, LLC and Collier County for utilization of the same or similar services for the provision of a RFID, and Bibliotheca, LLC consents to the aforesaid "piggybacking."

**NOW THEREFORE**, the Town and Bibliotheca, LLC in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct, and are incorporated herein.
2. Bibliotheca, LLC shall comply with Florida's Public Records Law. Specifically, Bibliotheca, LLC shall:

- a. Keep and maintain public records required by the Town to perform the service.
  - b. Upon the request of the Town, provide any such public records.
  - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if Bibliotheca, LLC does not transfer the records which are part of this Agreement to the Town.
  - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of Bibliotheca, LLC; or keep and maintain the public records associated with the services provided for in the Agreement. If Bibliotheca, LLC transfers all public records to the Town upon completion of the term of the Agreement, Bibliotheca, LLC shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If Bibliotheca, LLC keeps and maintains public records upon completion of the term of the Agreement, Bibliotheca, LLC shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
  - e. If Bibliotheca, LLC has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, Bibliotheca, LLC shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).
3. Bibliotheca, LLC hereby affirms and ratifies the terms and conditions of the Contract and agrees to perform the services set forth therein for the Town in accordance with the terms of the Contract it has previously entered into with Collier County on September 15, 2014, and updated on May 1, 2017 attached as Exhibits "A" and "B".
  4. The Town agrees to compensate Bibliotheca, LLC in accordance with the terms and conditions as set forth in the Contract.
  5. Except as otherwise stated herein below, the terms and conditions of the Contract shall be the terms agreed to by the parties. The Contract is hereby incorporated into this Agreement,
  6. This contract shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this contract shall lie in the 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.

7. Notices to Bibliotheca, LLC shall remain as reflected in the Contract. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
8. If either party is required to initiate a legal action, including appeals to enforce this contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Contract as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: *Vivian Mendez*  
 Vivian Mendez, Town Clerk



By: *Michael O'Rourke*  
 Michael O'Rourke, Mayor

FLORIDA

APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*  
 Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 20<sup>th</sup> day of December 2017 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Shaquita Edwards  
 Commission # GG003813  
 Expires: JUNE 20, 2020  
 Bonded thru Aaron Notary

*Shaquita Edwards*  
 Notary Public, State of Florida

WITNESSES:

Contractor:

By: Mary Zilles  
Mary Zilles

By: Karen Roscher

Its: CFO

Printed Name

Karen Roscher

Printed

Brett Carlson

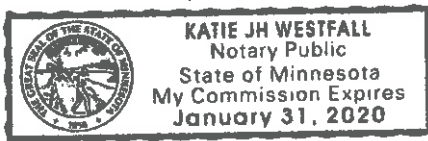
Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 20<sup>th</sup> day of March ~~2018~~ 2017 by Karen Roscher, as CFO of Bibliotheca LLC, and who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Katie Westfall  
Notary Public, State of Florida Minnesota

# Customer Official System Quote

Quote Date: 12/01/2017  
 Quote Number: QUO-58389-C2R9, Rev: 1

**Customer Bill To:**

Lake Park Public Library - FL - Lake Park Public Library

529 Park Ave. Lake Park, FL 33403

Lake Park FL 33403-2603

United States of America

kmahnk@lakeparkflorida.gov

Tel: (561) 881-3330

**Location Information:**

Lake Park Public Library - FL - Lake Park Public Library

Karen Mahnk

529 Park Ave. Lake Park, FL 33403

Lake Park FL 33403-2603

United States of America

**Sales Contact:** Tito Vazquez

**Sales Phone:**

**Sales Email:** t.vazquez@bibliotheca.com

Prices are in US Dollars

Quote expires (60) days from Quote Date above.

**Quote Details**

Self-check- Lake Park Public Library

Pricing per Collier County Agreement

**Pricing includes: Shipping, Installation, hardware and software includes 12-month warranty, set-up and configuration**

Item ID	Item Type	Quantity	Sale Price	Sub Total
GAT400010-001-US	RFID gate Direct mount, 1 aisle	2	\$6,410.550	\$12,821.10
SCK500001-000-US	selfCheck 500D desktop kiosk	1	\$8,239.000	\$8,239.00
LEA000001-000-US	RFID conversion Station Rental 1 month 3 month minimum lease	3	\$949.000	\$2,847.00
SHP000001-000-US	Shipping and Handling Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	\$2,734.600	\$2,734.60
STF000017-001-US	RFID workstation shielded	2	\$792.150	\$1,584.30
TAG000010-000-US	RFID tag™ square (2,000/Roll)	18	\$278.000	\$5,004.00
<b>Total (Less Sales Tax):</b>				\$33,230.00

**Additional Details**

All prices including Service and Maintenance, shipping and installation. They do not include any applicable sales tax. If tax exempt, A copy of Tax Exemption Certificate is required with purchase order for all tax-exempt customers.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60-day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

A 20% restocking fee, in addition to in-bound and out-bound shipping, will be charged for all returns.

GST/HST N° 859257321RT0001



# Customer Official System Quote

Submit Purchase Order by fax to 877-689-2269 or by email to [orders-us@bibliotheca.com](mailto:orders-us@bibliotheca.com).

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

Customer Purchase Order Number: \_\_\_\_\_

AGREEMENT 13-6146

for

Radio Frequency Identification (RFID) System for  
Collier County Public Library

THIS AGREEMENT, made and entered into on this 9<sup>th</sup> day of September 2014, by and between Bibliotheca, LLC, authorized to do business in the State of Florida, whose business address is 3169 Holcomb Bridge Road, Suite 200, Norcross, GA 30071, (the "Consultant" or "Bibliotheca") and Collier County, a political subdivision of the State of Florida, (the "County" or "Library"):

WITNESSETH:

1. **COMMENCEMENT.** The Consultant shall commence the work upon an issuance of a Purchase Order.
2. **CONTRACT TERM.** The contract shall be for a five (5) year period, commencing on Date of Board award and terminating five (5) years from that date. The County shall give the Consultant written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect. After the initial twelve (12) month period, the Agreement can be cancelled on the anniversary date of each subsequent twelve (12) month period with a thirty (30) day minimum notice period. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or his designee, shall give the Consultant written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

The first year of warranty will commence on the Go Live date. Go Live Date means, with respect to the Bibliotheca Software license orders, the date on which the Software is available for operational use for normal daily business, including performing core functions for which it was intended. The initial maintenance and support shall be paid in twelve (12) month installments in accordance to Exhibit F- Support and Maintenance Fee Schedule.

Subsequent years of maintenance and support and subscriptions fees are to be paid annually on the anniversary of the Go Live date. Service and Maintenance may continue to be renewed annually after the initial five (5) year contract term on the Go Live date upon written notice by the County or unless terminated by the County with thirty (30) days notice. Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract

anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

3. **STATEMENT OF WORK.** The Consultant shall provide services for the furnishing and installation of a Radio Frequency Identification ("RFID") system at Collier County Public Library locations in accordance with Exhibit A, Scope of Services, attached herein and incorporated by reference, the terms and conditions of RFP #13-6146 and the Consultant's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County Purchasing Ordinance and Purchasing Procedures in effect at the time such services are authorized.
  
4. **COMPENSATION.** The County shall pay the Consultant for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by the County Project Manager or his designee pursuant to the fees as set forth in Exhibit "B", included in this Agreement. Payments shall be made to the Consultant when requested as work progresses, but not more frequently than once per month. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218 Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".
  - 4.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.
  
5. **SALES TAX.** Consultant shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its Consultants under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.
  
6. **NOTICES.** All notices from the County to the Consultant shall be deemed duly served if mailed or faxed to the Consultant at the following Address:

Al Coalla, CEO  
Bibliotheca, LLC  
3169 Holcomb Bridge Rd., Ste. 200  
Norcross, GA 30071  
Telephone: 877-207-3127

Facsimile: 877-207-3129

All Notices from the Consultant to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center  
Purchasing Department  
3327 Tamiami Trail, East  
Naples, Florida 34112  
Attention: Joanne Markiewicz, Director, Procurement Services  
Telephone: 239-252-8407  
Facsimile: 239-252-6480

The Consultant and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Consultant or to constitute the Consultant as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all professional and business permits necessary for the prosecution of the Work shall be obtained by the Consultant. The Consultant shall not be responsible for project specific permits although the Consultant shall provide assistance to the County in applying for such permits to the extent specified in the Statement of Work. Payment for all such permits issued by the County shall be processed internally by the County. The Consultant shall also be solely responsible for payment of any and all taxes levied on the Consultant. In addition, the Consultant shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Consultant agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Consultant.
  - 8.1 With respect with software licenses, for software developed by Consultant, the license agreement shall be as provided in Exhibit D.
9. **NO IMPROPER USE.** The Consultant will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Consultant or if the County or its authorized representative shall deem any conduct on the part of the Consultant to be objectionable or improper, the County shall have the right to suspend the contract of the Consultant. Should the Consultant fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24)

hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Consultant further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

10. **TERMINATION.** Should the Consultant be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement for cause upon thirty (30) days written notice to Consultant and failure of the Consultant to cure the default during the thirty (30) day period; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Consultant's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination. The Consultant shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Consultant agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
12. **INSURANCE.** The Consultant shall provide insurance as follows:

A. **Commercial General Liability:** Coverage shall have minimum limits of \$500,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Consultants; Products and Completed Operations and Contractual Liability.

B. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.

**Special Requirements:** Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Consultant during the duration of this Agreement. The Consultant shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Consultant shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or

material change in coverage or limits received by Consultant from its insurer, and nothing contained herein shall relieve Consultant of this requirement to provide notice.

Consultant shall ensure that all Subcontractors/Subconsultants comply with the same insurance requirements that he is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Consultant, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or anyone employed or utilized by the Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Consultant, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Consultant. Consultant's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Library Department.
15. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Consultant further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Exhibit A Scope of Services, Exhibit B Price Schedule, Exhibit C Project Schedule, Exhibit D Software License Agreement, Exhibit E Product Support and Maintenance Agreement, Exhibit F Product Support and Maintenance Fee Schedule, Exhibit F-1 Equipment Warranty, Exhibit G Product Maintenance and Lifespan Policy,

Consultant's Proposal, Insurance Certificate(s), RFP #13-6146 Specifications/Scope of Services and Addenda.

17. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.
18. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
19. **COMPLIANCE WITH LAWS.** By executing and entering into this agreement, the Consultant is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3)). If Consultant observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.
20. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
21. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in compliance with the Purchasing Ordinance and Purchasing Procedures.

23. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Consultant with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Consultant with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
24. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **KEY PERSONNEL/PROJECT STAFFING.** The Consultant's personnel and management to be utilized for this contract/project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Consultant shall assign as many people as necessary to complete the required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service delivery dates/dates set forth in the Project Schedule.
26. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Request for Proposal (RFP) and/or the Consultant's Proposal, the Contract Documents shall take precedence.
27. **ASSIGNMENT.** Consultant shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Consultant does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Consultant all of the obligations and responsibilities that Consultant has assumed toward the County.


\* \* \* \* \*



IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: 

Dated: 9-15-2014

(SEAL)  
Attest as to Chairman's signature only.



First Witness

GARY POTTS.

↑Type/print witness name↑



Second Witness

JEFF CARLEY

↑Type/print witness name↑

Approved as to Form and Legality:



Assistant County Attorney

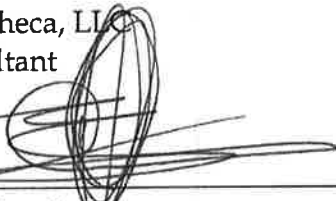
Emily Pepin

Print Name

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By:   
Tom Henning, Chairman

Bibliotheca, LLC  
Consultant

By: 

Signature

Al Coalla, CEO

↑Type/print signature and title↑

## EXHIBIT A - SCOPE OF SERVICES

The implementation of RFID technology at Collier County Public Library locations by Bibliotheca will be a phased project as detailed below, depending on the availability of funds. Bibliotheca will provide the products at the prices noted in Exhibit B Price Schedule, to include all software and hardware, shipping, installation, and training. The training provided by Bibliotheca shall be as outlined in its proposal. The Library will be responsible for any SIP2 licenses (as applicable) and/or for all licenses and permits required for the execution of the work, such as construction beyond the scope of services detailed here. The Library will designate a contact person(s) in order to coordinate with Bibliotheca representatives on all technical aspects and implementation of the system.

As noted in Exhibit C - Project Schedule, Bibliotheca will adhere to the timeline indicated. Any changes to the Project Schedule must be approved in writing by the Parties. Changes and/or revisions to any tasks, services, locations or allocation of services and/or products for each Phase will be decided on jointly by the Library and Bibliotheca. Changes may be made for various reasons, including, but not limited to: accommodation of library programs and events, delayed implementations and/or opening days, various holidays, schedule changes and funding availability.

### Phase 1 - Fiscal Year 2014 - 2015

Purchase and install RFID tags for all library materials; purchase and install software and equipment at library headquarters and Marco Island library. Products delivered at the outset of the project are:

- 2,000 smartlabel 100 clear 2 x 2 RFID tags
- 102,000 smartlabel 110 2 x 2 RFID tags plus 20,000 additional tags at no charge, for a total of 122,000 2 x 2 tags
- 530,000 smartlabel 200 2 x 3 RFID tags plus 20,000 additional tags at no charge, for a total of 550,000 2 x 3 tags
- 100,000 smartlabel 300 CD/DVD hub tag plus 4,000 additional tags at no charge, for a total of 104,000 hub tags
- 85,000 smartlabel 310 full coverage tags plus 4,000 additional tags at no charge, for a total of 89,000 full coverage tags
- Six (6) smartstation 700 tagging carts leased to the Library for four (4) months each
- Software will consist of one system-wide software license to operate RFID components and fines and fees configuration
- Tagging services, in accordance with Exhibit B, Price Schedule

Headquarters will receive the following:

- 6 smartadmin licenses for reporting, configuration, and monitoring
- 4 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 400 self-checkout kiosk
- 1 smartstock 300 handheld checkout device

- 12 smartstation 200 staff stations
- 1 smartgate 400 dual aisle security gate
- 3 smartstock 200 handheld inventory units

Marco Island library will receive the following:

- 5 smartadmin licenses for reporting, configuration, and monitoring
- 1 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 400 self-checkout kiosk
- 5 smartstation 200 staff stations
- 2 smartgate 400 single aisle security gate systems
- 1 smartgate 400 quad aisle security gate

Phase 2 - Fiscal Year 2016/2017 (Timeframe for installation will be dependent upon budget availability)

Purchase and install equipment at the Naples Regional, Golden Gate City, and Vanderbilt Beach branches.

Naples Regional will receive the following:

- 6 smartadmin licenses for reporting, configuration, and monitoring
- 2 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 1000-D self-checkout kiosk with payment
- 1 smartserve 400 self-checkout kiosk
- 5 smartstation 200 staff stations
- 2 smartgate 400 quad aisle security gate systems

Golden Gate City will receive the following:

- 5 smartadmin licenses for reporting, configuration, and monitoring
- 1 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 400 self-checkout kiosk
- 5 smartstation 200 staff stations
- 1 smartgate 400 dual aisle security gate
- 1 smartgate 400 triple aisle security gate

Vanderbilt Beach will receive the following:

- 4 smartadmin licenses for reporting, configuration, and monitoring
- 1 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 1000-D self-checkout kiosk with payment
- 5 smartstation 200 staff stations
- 1 smartgate 400 single aisle security gate
- 1 smartgate 400 dual aisle security gate

Phase 3 - Fiscal Year 2017/2018 (Timeframe for installation will be dependent upon budget availability)

Purchase and install equipment at the South Regional, East Naples, Estates and Immokalee branches. Install staff equipment at Everglades City Branch (no self-service stations are planned here); quantities are to be determined and are not included in the Scope of Services.

South Regional will receive the following:

- 4 smartadmin licenses for reporting, configuration, and monitoring
- 2 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 400 self-checkout kiosk
- 5 smartstation 200 staff stations
- 2 smartgate 400 dual aisle security gate systems

East Naples will receive the following:

- 9 smartadmin licenses for reporting, configuration, and monitoring
- 2 smartserve 1000 self-checkout kiosks with payment
- 5 smartstation 200 staff stations
- 2 smartgate 400 dual aisle security gate systems

Estates will receive the following:

- 4 smartadmin licenses for reporting, configuration, and monitoring
- 2 smartserve 1000 self-checkout kiosks with payment
- 1 smartserve 400 self-checkout kiosk
- 5 smartstation 200 staff stations
- 1 smartgate 400 dual aisle security gate

Immokalee will receive the following:

- 3 smartadmin licenses for reporting, configuration, and monitoring
- 1 smartserve 1000 self-checkout kiosks with payment
- 5 smartstation 200 staff stations
- 2 smartgate 400 dual aisle security gate systems

**EXHIBIT B - PRICE SCHEDULE**

**PHASE 1**

<b>Product</b>	<b>Main Branch Equipment Quantity</b>	<b>Branch Cost</b>	<b>Marco Island Branch Equipment Quantity</b>	<b>Branch Cost</b>
RFID All Inclusive Software System License	1	\$58,500.00		
smartadmin™ Software (Per Single Connected Device)	6	\$600.00	5	\$500.00
smartsolve 1000 - Debit/CC/Coin/Bill	4	\$71,168.40	1	\$17,792.10
smartsolve 400	1	\$3,996.00	1	\$3,996.00
smartstock™ 300 Handheld Device with Apple iPod Touch (Gen4) 16GB, Black	1	\$1,516.00		
smartstation™ 200 Shielded Staff Station	12	\$8,340.00	5	\$3,475.00
smartgate™ 400 Single Aisle Security Gate (Hardware)			2	\$11,386.00
smartgate™ 400 Dual Aisle Security Gate (Hardware)	1	\$7,192.00		
smartgate 400 Quad Aisle Security Gate (Hardware)			1	\$9,675.20
smartlabel™ 100 Clear 2" x 2" Square Book Tag	2,000	\$ 380.00		
smartlabel™ 110 2" x 2" Square Book Tag	102,000	\$14,178.00	** 20K FREE Tags	
smartlabel™ 200 2" x 3" Credit Card Sized Book Tag	530,000	\$73,670.00	** 20K FREE Tags	
smartlabel™ 300 CD/DVD Hub Tag	100,000	\$18,000.00	** 4K FREE Tags	
smartlabel™ 310 Standard Full Coverage DVD-Only Tag	85,000	\$52,700.00	** 4K FREE Tags	

Product	Main Branch Equipment Quantity	Branch Cost	Marco Island Branch Equipment Quantity	Branch Cost
smartstation™ 700 Tagging Cart Lease (Qty. is Per Month)	6 Carts for 4 Months	\$0.00		
smartstock™ 200 All-in-One Inventory Reader	3	\$9,885.00		
System Fines & Fees Configuration Fee	1	\$0.00		
On Site Installation Fee		\$0.00		
<b>Total Equipment and Product Fee</b>		<b>\$320,125.40</b>		<b>\$46,824.30</b>
<b>Total Shipping Charge</b>		<b>\$2,971.33</b>		<b>\$2,971.33</b>
<b>Total Tagging Fee**</b>	<b>\$ 155,208.50</b>			

**PHASE 1 GRAND TOTAL = \$ 528,100.86**

**\*\*If County staff assists in the tagging process, the tagging cost will be prorated in accordance with the associated price listed below:**

Tagging -Phase 1	Quantity	Sale Price per Quantity
Items with one tag	493,525	\$0.26
Items requiring two tags	74,700	\$0.36

### EXHIBIT B - PRICE SCHEDULE

*Note: This Phase II Price Schedule is based on projected need for the equipment and software listed below. The County shall have the right to modify the type, quantity and distribution of equipment in order to best meet the project needs if business requirements change based on Phase I installation and operation.*

#### PHASE 2

Product	Vanderbilt Branch Equipment Quantity	Branch Cost	Golden Gate City Branch Equipment Quantity	Branch Cost	Naples Regional Branch Equipment Quantity	Branch Cost
smartadmin™ Software (Per Single Connected Device)	4	\$400.00	5	\$500.00	6	\$600.00
smartserve 1000 - Debit/CC/Coin/Bill	1	\$17,792.10	1	\$17,792.10	2	\$35,584.20
smartserve 1050 Counter Top - Debit/CC	1	\$12,680.00			1	\$12,680.00
smartserve 400			1	\$3,996.00	1	\$3,996.00
smartstation™ 200 Shielded Staff Station	5	\$3,475.00	5	\$3,475.00	5	\$3,475.00
smartgate™ 400 Single Aisle Security Gate (Hardware)	1	\$5,693.00				
smartgate™ 400 Dual Aisle Security Gate (Hardware)	1	\$7,192.00	1	\$7,192.00		
smartgate™ 400 Trippel Aisle Security Gate (Hardware)			1	\$9,493.00		
smartgate 400 Quad Aisle Security Gate (Hardware)					2	\$19,350.40
System Fines & Fees Configuration		\$0.00		\$0.00		\$0.00
Total Equipment and Product Fee		\$47,232.10		\$42,448.10		\$75,685.60
Total Shipping Charge		\$2,971.33		\$2,971.33		\$2,971.33

**PHASE 2 GRAND TOTAL = \$174,279.79**

**EXHIBIT B - PRICE SCHEDULE**

*Note: This Phase III Price Schedule is based on projected need for the equipment and software listed below. The County shall have the right to modify the type, quantity and distribution of equipment in order to best meet the project needs if business requirements change based on Phase I and/or Phase II installation and operation.*

**PHASE 3**

Product	South Regional Branch Equipment Quantity	Branch Cost	Immokalee Branch Equipment Quantity	Branch Cost	East Naples Branch Equipment Quantity	Branch Cost	Estates Branch Equipment Quantity	Branch Cost
smartadmin™ Software (Per Single Connected Device)	4	\$400.00	3	\$300.00	9	\$900.00	4	\$400.00
smartserve 1000 - Debit/CC/Coin/Bill	2	\$35,584.20	1	\$17,792.10	2	\$35,584.20	2	\$35,584.20
smartserve 400	1	\$3,996.00					1	\$3,996.00
smartstation™ 200 Shielded Staff Station	5	\$3,475.00	5	\$3,475.00	5	\$3,475.00	5	\$3,475.00
smartgate™ 400 Dual Aisle Security Gate (Hardware)	2	\$14,384.00	2	\$14,384.00	2	\$14,384.00	1	\$7,192.00
System Fines & Fees Configuration		\$0.00		\$0.00		\$0.00		\$0.00
<b>Total Equipment and Product Fee</b>		\$57,839.20		\$35,951.10		\$54,343.20		\$53,618.53
<b>Total Shipping Charge</b>		\$2,971.33		\$2,971.33		\$2,971.33		\$2,971.33

**PHASE 3 GRAND TOTAL = \$213,637.35**



**EXHIBIT C- PROJECT SCHEDULE**

*(following this page; subject to revisions and/or changes as the project progresses)*

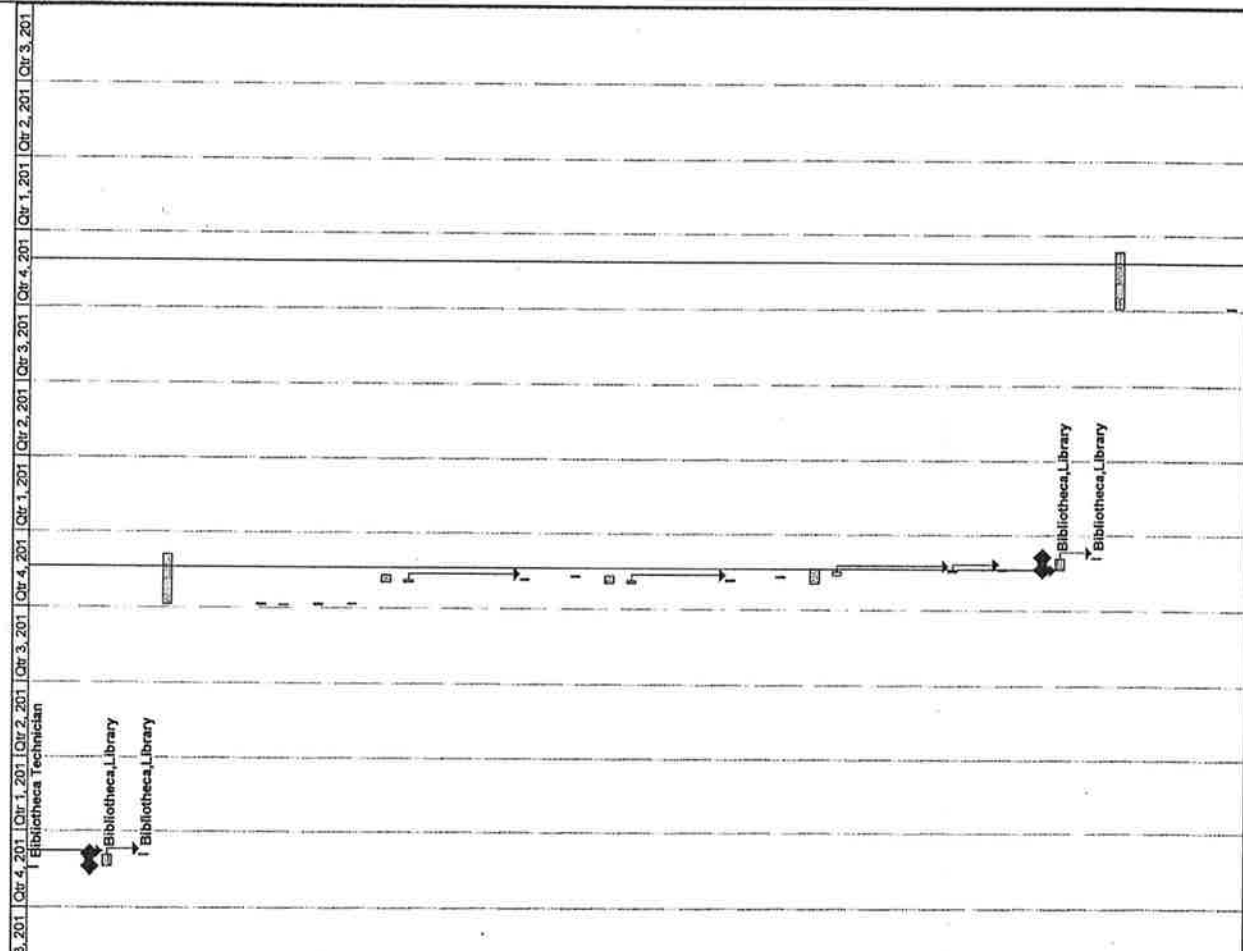
# EXHIBIT C - PROJECT SCHEDULE

Task Name	Duration	Start	Finish	Qtr 4, 201	Qtr 1, 201	Qtr 2, 201	Qtr 3, 201	Qtr 4, 201	Qtr 1, 201	Qtr 2, 201	Qtr 3, 201	Qtr 4, 201	Qtr 1, 201	Qtr 2, 201	Qtr 3, 201	Qtr 4, 201	
1 RFID Installation Schedule	107.25 days	Tue 7/8/14	Thu 12/4/14														
2 Project Kickoff	1.75 days	Tue 7/8/14	Wed 7/9/14														
3 CCPL assigns Project Manager.	0.25 days	Tue 7/8/14	Tue 7/8/14														
4 Bibliotheca - Email tag programming questionnaires, and planning & installation documents.	0.25 days	Tue 7/8/14	Tue 7/8/14														
5 Bibliotheca/CCPL - Hold Kickoff meeting, review, refine, & approve overall project plan.	0.5 days	Tue 7/8/14	Tue 7/8/14														
6 Bibliotheca - Set up CCPL in Bibliotheca systems.	0.5 days	Tue 7/8/14	Wed 7/9/14														
7 Bibliotheca/CCPL - Verify shipping information.	0.5 days	Wed 7/9/14	Wed 7/9/14														
8 Preliminary Configuration/Tagging Training	4 days	Wed 7/9/14	Tue 7/15/14														
9 CCPL - Provide item samples indicating bar code locations.	0.5 days	Wed 7/9/14	Wed 7/9/14														
10 CCPL - Complete the tag programming questionnaire.	0.5 days	Wed 7/9/14	Thu 7/10/14														
11 Bibliotheca/CCPL - Review tag programming questionnaire and verify that all that is needed has been obtained.	0.5 days	Thu 7/10/14	Thu 7/10/14														
12 Bibliotheca - Ship tags, tagging carts and training materials to CCPL.	3 days	Wed 7/9/14	Mon 7/14/14														
13 CCPL/Bibliotheca - Receive equipment, remote set-up of tagging carts and staff stations.	1 day	Mon 7/14/14	Tue 7/15/14														
14 Tag Library Collection	81 days	Tue 7/15/14	Wed 11/5/14														
15 Bibliotheca/CCPL - Technical Tagging Training (tagging, tagging carts, and staff stations) for conversion of documents.	0.5 days	Tue 7/15/14	Tue 7/15/14														
16 Bibliotheca/CCPL - Staff Tagging Training (tagging, tagging carts, and staff stations) for conversion of documents.	0.5 days	Tue 7/15/14	Wed 7/16/14														
17 Tagging estimate for approximately 380,000 print items and 178,000 AV items, using leased tagging carts.	4 mons	Wed 7/16/14	Wed 11/5/14														
18 RFID Installation [Headquarters]	10 days	Wed 11/5/14	Wed 11/19/14														
19 Ship remaining RFID Hardware. APPROXIMATE DATE - installation/shipping will be determined with Library. HW includes 4 smartserve 1000s with payment options, 1 smartserve 400, 1 smartstock 300, 12 smartstation 200s, 1 smartgale 400 & 3 smartstock 200s	4 days	Wed 11/5/14	Tue 11/17/14														
20 Install and set up self-checkouts, security gates, and configure handheld inventory units and staff stations. APPROXIMATE	3 days	Wed 11/12/14	Fri 11/14/14														
21 Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Mon 11/17/14	Tue 11/18/14														
22 RFID installation [Marco Island] APPROXIMATE	10 days	Wed 11/5/14	Wed 11/19/14														
23 Ship RFID Hardware. APPROXIMATE DATE - installation/shipping will be determined with Library. HW includes 1 smartserve 1000 with payment, 1 smartserve 400, 5 smartstation 200s, 2 smartgale 400s (dual aisle) and 1 smartgale 400 (quad aisle).	4 days	Wed 11/5/14	Tue 11/17/14														
24 Install and set up self-checkouts, security gates, and configure handheld inventory units and staff stations. APPROXIMATE	3 days	Wed 11/12/14	Fri 11/14/14														



Collier County Public Library Installation Timeline

ID	Task Name	Duration	Start	Finish
25	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Mon 11/17/14	Tue 11/18/14
26	Go Live	11 days	Wed 11/19/14	Thu 12/4/14
27	Confirmation that all products are working as specified	2 wks	Wed 11/19/14	Wed 12/3/14
28	Official Go Live	1 day	Wed 12/3/14	Thu 12/4/14
29	Fiscal Year 2016 RFID Installation Schedule [Purchase/Install equipment at the Naples Regional, Golden Gate City and Vanderbilt Beach branches]	45 days	Mon 10/15/15	Fri 12/4/15
30	Phase 2 Project Kickoff	2 days	Mon 10/5/15	Tue 10/6/15
31	CCPL assigns Project Manager (if different than Phase 1)	0.5 days	Mon 10/5/15	Mon 10/5/15
32	Bibliotheca/CCPL - Hold Kickoff meeting, review, refine, & approve overall project plan.	2 days?	Mon 10/5/15	Tue 10/6/15
33	Bibliotheca/CCPL - Verify shipping information and place HW order.	1 day?	Tue 10/6/15	Tue 10/6/15
34	RFID Installation [Naples Regional]	7 days	Mon 11/2/15	Tue 11/10/15
35	Ship RFID Hardware APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes: 2 smartserve 1000s with payment, 1 smartserve 1000-D with payment, 1 smartserve 400, 5 smartstation 200s, 2 smartgate 400 quad-aisle gates.	3 days	Mon 11/2/15	Wed 11/4/15
36	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Thu 11/5/15	Fri 11/6/15
37	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Mon 11/9/15	Tue 11/10/15
38	RFID Installation [Golden Gate City]	7 days	Mon 11/2/15	Tue 11/10/15
39	Ship RFID Hardware APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes: 1 smartserve 1000 with payment, 1 smartserve 400, 5 smartstation 200s, 1 smartgate 400 dual aisle and 1 smartgate 400 triple aisle	3 days	Mon 11/2/15	Wed 11/4/15
40	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Thu 11/5/15	Fri 11/6/15
41	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Mon 11/9/15	Tue 11/10/15
42	RFID Installation [Vanderbilt]	15 days	Mon 11/2/15	Fri 11/20/15
43	Ship RFID Hardware APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes: 1 smartserve 1000 with payment, 1 smartserve 1000-D with payment, 5 smartstation 200s, 1 smartgate 400 single aisle and 1 smartgate 400 dual aisle.	3 days	Thu 11/12/15	Mon 11/16/15
44	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Tue 11/17/15	Wed 11/18/15
45	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Thu 11/19/15	Fri 11/20/15
46	Go Live	11 days	Fri 11/20/15	Fri 12/4/15
47	Confirmation that all products are working as specified	2 wks	Fri 11/20/15	Thu 12/3/15
48	Official Go Live	1 day	Fri 12/4/15	Fri 12/4/15
49	Fiscal Year 2017 RFID Installation Schedule [Purchase/Install equipment at the South Regional, East Naples, Estates and Immokalee branches. Install staff equipment at Everglades City branch.]	51 days	Mon 10/3/16	Mon 12/12/16
50	Phase 3 Project Kickoff	2 days	Mon 10/3/16	Tue 10/4/16



Collier County Public Library Installation Timeline

ID	Task Name	Duration	Start	Finish
51	CC-PL assigns Project Manager (if different than Phase 2)	0.5 days	Mon 10/23/16	Mon 10/23/16
52	BibliothecaCCPL - Hold Kickoff meeting, review, refine, & approve overall project plan.	2 days	Tue 10/4/16	Wed 10/5/16
53	BibliothecaCCPL - Verify shipping information and place HW order.	1 day	Thu 10/6/16	Thu 10/6/16
54	RFID Installation [South Regional]	7 days	Mon 11/7/16	Tue 11/15/16
55	Ship RFID Hardware. APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes 2 smartserve 1000s with payment, 1 smartserve 400, 5 smartstation 200s, 2 smartgate 400 dual aisle gates.	3 days	Mon 11/7/16	Wed 11/9/16
56	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Thu 11/10/16	Fri 11/11/16
57	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Mon 11/14/16	Tue 11/15/16
58	RFID Installation [East Naples]	7 days	Mon 11/7/16	Tue 11/15/16
59	Ship RFID Hardware. APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes 2 smartserve 1000s with payment, 5 smartstation 200s, 2 smartgate 400 dual aisle security gates.	3 days	Mon 11/7/16	Wed 11/9/16
60	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Thu 11/10/16	Fri 11/11/16
61	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Mon 11/14/16	Tue 11/15/16
62	RFID Installation [Estates]	7 days	Wed 11/16/16	Thu 11/24/16
63	Ship RFID Hardware. APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes 2 smartserve 1000s with payment, 1 smartserve 400, 5 smartstation 200s and 1 smartgate 400 dual-aisle	3 days	Wed 11/16/16	Fri 11/18/16
64	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Mon 11/21/16	Tue 11/22/16
65	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Wed 11/23/16	Thu 11/24/16
66	RFID Installation [Immokalee]	7 days	Wed 11/16/16	Thu 11/24/16
67	Ship RFID Hardware. APPROXIMATE DATE - Installation/shipping will be determined with Library. HW includes 1 smartserve 1000 with payment, 5 smartstation 200s, and 2 smartgate 400 dual aisle gates.	3 days	Wed 11/16/16	Fri 11/18/16
68	Install and set up self-checkouts, security gates, and configure software and staff stations. APPROXIMATE	2 days	Mon 11/21/16	Tue 11/22/16
69	Provide hands-on training on implemented solutions. APPROXIMATE	2 days	Wed 11/23/16	Thu 11/24/16
70	RFID Installation [Immokalee]	0 days	Fri 11/25/16	Fri 11/25/16
71	Date and quantities TBD with Library.	0 days	Fri 11/25/16	Fri 11/25/16
72	Go Live	11 days	Mon 11/28/16	Mon 12/12/16
73	Confirmation that all products are working as specified	2 wks	Mon 11/28/16	Fri 12/9/16
74	Official Go Live	1 day	Mon 12/12/16	Mon 12/12/16



## EXHIBIT D- SOFTWARE LICENSE AGREEMENT

Bibliotheca, LLC ("Consultant") hereby agrees to grant Collier County, a political subdivision of the State of Florida ("County" or "Library"), who hereby agrees to accept the following licensed rights and limitations ("License") for Library's use of Consultant provided software.

### 1. Definitions:

Software: Software, under the terms and conditions of this License (referenced hereinafter as "Software"), means any of the following components provided to Library by Consultant:

- (a) Any computer programs provided by Consultant, either consisting of a set of instructions, calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;
- (b) Supportive instructional/reference materials such as: training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("Documentation"); and
- (c) Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Consultant Software and/or its Documentation provided by Consultant, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.

Object Code: The machine language readable format of the Software together with any modifications, enhancements, upgrades, updates, additions and derivatives thereof.

Source Code: source code programming statements for the SOFTWARE and instructions written by programmer(s), including comments, remarks, and any other documentation embedded within the source code, that are in human readable form and not yet compiled into machine language, in electronic media or hard copy form and related programmer-level documentation for the computer programs that are sufficient to enable a competent programmer to understand all details pertaining to the algorithms embodied in the operation of the computer programs and other proprietary technology now held or hereafter acquired, together with any modifications, enhancements, additions, upgrades, updates and derivatives thereof.

2. Grant of License: Consultant hereby grants Library and Library hereby accepts a perpetual, non-transferable, non-exclusive, system-wide license, under applicable

## EXHIBIT D- SOFTWARE LICENSE AGREEMENT

Bibliotheca, LLC ("Consultant") hereby agrees to grant Collier County, a political subdivision of the State of Florida ("County" or "Library"), who hereby agrees to accept the following licensed rights and limitations ("License") for Library's use of Consultant provided software.

### 1. Definitions:

Software: Software, under the terms and conditions of this License (referenced hereinafter as "Software"), means any of the following components provided to Library by Consultant:

- (a) Any computer programs provided by Consultant, either consisting of a set of instructions, calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;
- (b) Supportive instructional/reference materials such as: training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("Documentation"); and
- (c) Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Consultant Software and/or its Documentation provided by Consultant, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.

Object Code: The machine language readable format of the Software together with any modifications, enhancements, upgrades, updates, additions and derivatives thereof.

Source Code: source code programming statements for the SOFTWARE and instructions written by programmer(s), including comments, remarks, and any other documentation embedded within the source code, that are in human readable form and not yet compiled into machine language, in electronic media or hard copy form and related programmer-level documentation for the computer programs that are sufficient to enable a competent programmer to understand all details pertaining to the algorithms embodied in the operation of the computer programs and other proprietary technology now held or hereafter acquired, together with any modifications, enhancements, additions, upgrades, updates and derivatives thereof.

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In the event that the Consultant no longer commercially supports the Software, the Library may continue to use the Software in perpetuity subject to use of the Software in the same manner permitted under this Agreement. In no event shall the Library use or modify the Software to compete with any software available from the Consultant.

4. Assignment: This License and any rights granted herein shall not be transferred, sub-licensed or assigned to any third party without the prior written consent of Consultant. Consultant shall not assign this Agreement or any part thereof, without the prior consent in writing by the Library.
5. Termination: If Library neglects or fails to pay the specified license fees, or fails to adhere to any of its obligations hereunder, this license may be terminated by

Consultant for cause by providing a thirty (30) day written notice to the Library. The Library shall have sixty (60) days after receiving notice of such failed compliances from Consultant to cure the default.

Either party may terminate this Agreement for convenience with a thirty (30) day written notice. In the event that the Agreement is terminated, Consultant's recovery against the Library shall be limited to that portion of the Agreement Amount earned through the date of termination. The Consultant shall not be entitled to any other or further recovery against the Library, including, but not limited to, any damages or any anticipated profit on portions of the services not performed or materials not provided.

6. Security and Limitations of License: Library acknowledges and agrees that:
- (a) All Software and upgrades of Software (including its Documentation), which are provided to Library by Consultant, contain proprietary copyrighted, trade secret and/or confidential information of Consultant or its relevant third-party provider;
  - (b) Library shall not decrypt, reverse engineer, reverse compile, modify, or create derivative works of the Software;
  - (c) Library and its employees shall take all reasonable precautions to safeguard and hold all Software, including upgrades, additions and enhancements, in confidence, at least to the same extent that it protects its own most valuable confidential information;
  - (d) If Library violates this License or does not pay the agreed upon licensing fees, Consultant will have all of the rights provided herein and available under law;
  - (e) If any other communication, agreement or purchase order conflicts with, or may affect interpretation of, the understandings set forth herein, this License shall control as the singular expression of licensed rights.
  - (f) Confidentiality of information contained in this agreement is subject to the requirements of the Florida Public Records Act, Chapter 119, *Fla. Stat.*, and the Florida Sunshine Law, Chapter 286, *Fla. Stat.*



## EXHIBIT E- PRODUCT SUPPORT AND MAINTENANCE AGREEMENT

These Terms and Conditions of Product Support and Maintenance Agreement ("Agreement") are evergreen in nature and do not expire.

Billing cycle for this Product Support and Maintenance Agreement will be on an annual basis beginning with the Go Live Date for each appropriate phase.

- I. Coverage. Bibliotheca will provide Library support and maintenance services on an annual basis subject to Bibliotheca's Equipment Lifecycle Policy Exhibit G and payment of the annual Product Support and Maintenance Fee Exhibit F, which are attached herein and incorporated by reference. The following services will be provided during the period covered as described below:
  - i. With the exception of consumable supplies (e.g. print ribbons) and parts with specified limited usage life spans (e.g. printer heads), Bibliotheca will repair or replace hardware components unless such failure is caused by the Library, as determined by Bibliotheca in consultation with the Library.
  - ii. Replacement parts, either new or refurbished, will be equal to or better than the parts being replaced. Replacement parts will be provided on an exchange basis. End of Support (EOS) for Hardware products is specified in the attached Exhibit G -Bibliotheca Maintenance and Equipment Lifecycle Policy.
  - iii. In the event that the Library reports material bugs or defects in the Software, Bibliotheca shall use commercially reasonable efforts to correct or replace the Software or provide the services necessary to remedy any programming error attributable to Bibliotheca that significantly affects the functionality of the Software.
  - iv. Bibliotheca shall provide points of contact for Library to report Product problems, failures, and defects and to request Product changes and enhancements.
  - v. Bibliotheca shall provide the maintenance and support services through its 24/7 telephone and email support. Bibliotheca will initiate a responding contact with the Library within two (2) business hours from receipt of such report, either by phone or email. If the malfunctioning equipment is determined to be an 'On-Site Repair' component, Bibliotheca will contact the Library again within one (1) business day to arrange a technician's site visit.
  - vi. Bibliotheca shall be responsible for shipping costs of products and components covered under this agreement.

vii. As a part of this agreement, Bibliotheca shall supply Library any and all updates, improvements, and modifications to the Licensed Programs that Bibliotheca makes available to its licensees at no charge. Such updates, improvements, and modifications shall be provided to the Library within the framework of periodic official releases. Software support will be provided for the previous releases for a minimum period of twelve (12) months following the general availability of such new releases.

viii. Maintenance services to be provided by Bibliotheca under this Agreement do not include:

i. Correction of errors arising from changes, alterations, additions, or modification by persons other than the employees or agents of Bibliotheca or caused by the operation of the Product other than in accordance with the operating specifications.

ii. Correction of errors arising from the fault, neglect, misuse, or omission of the Library or its servants, agents, contractors, invitees, or any other person whether or not that person is under the control or direction of the Library.

iii. Rectification of errors or defects caused by the incorrect or unauthorized use, modification, revision, variation or translation of the software by the Library or its servants, agents, contractors, or invitees.

iv. Repair of damage arising from the failure or surge of electrical power, fusion, fire, air conditioning malfunction, damage caused in transportation, or any other environmental factor or cause other than a cause arising from normal use of the Product.

v. Correction of errors caused by the use of computer programs not licensed by Bibliotheca for use by the Library.

II. Termination. If either party defaults in the performance of any of its other obligations under this Agreement or the Software License Agreement, the parties may terminate this Agreement and such termination shall be in accordance with the terms of termination under the Software License Agreement. If termination occurs Bibliotheca will pro-rate any unused time on this agreement and issue a refund to the Library.

III. Assignment of Warranties on Hardware Products. In addition to Bibliotheca's obligations under this Agreement, Bibliotheca hereby assigns to the Library all rights of Bibliotheca under any manufacturer's warranties applicable to Hardware Products purchased under this Agreement to the extent such assignment is permitted under such warranties. Such assignment will be effective upon payment

of the Total Purchase Price, for each appropriate phase, and all other charges invoiced for the shipment of the Products.

Except as provided hereunder Bibliotheca shall have no obligation to provide additional maintenance support or other services for Hardware Products purchased under this Agreement.

- IV. Limitation on Services. Notwithstanding the above, in the event that Library or any third party enhances, modifies, alters, or otherwise makes any change to the Products without the prior express written consent of Bibliotheca, Bibliotheca shall have no obligation whatsoever to provide maintenance or support of such Products at any time after such enhancement, modification, alteration, or change.

Notwithstanding anything herein to the contrary, Bibliotheca's obligation to provide maintenance and support for the Licensed Programs shall extend to the most recent version and the next most recent version of the Licensed Programs provided to Library, and the previous releases for a minimum period of twelve (12) months following the general availability of such new releases.

- V. Upgrades. With respect to hardware and any required third party software (e.g., anti-virus, ILS versions, OS changes, etc.), Library retains the responsibility for the costs of purchase and installation of said upgrades necessary to maintain the functionality of system.

- VI. Library Obligations. During the term of this Agreement:

- i. Library shall provide Bibliotheca with sufficient documentation, information, assistance, support, and test time on Library's computer system to duplicate any reported problems, certify that the problem is with the Products, and certify that the problem has been corrected. Bibliotheca will be provided with remote access to systems to aid the troubleshooting and repair process.
- ii. Library shall designate specific employees including, but not limited to: ILS Manager; Assistant Director; Library Automation Manager; Technical Support Professional; Technical Services Manager; Library Cataloger; Director; and Assistant Library Automation Manager who will be trained in all aspects of the products, including trouble shooting. These, and only these employees, may contact Bibliotheca for matters related to this Agreement.
- iii. Library shall perform problem definition activities and any remedial or corrective actions as described in the Licensed Programs customer manuals and other system documentation provided to Library by Bibliotheca prior to seeking assistance from Bibliotheca.

- iv. Library is responsible for performing scheduled preventative maintenance as per product specifications.
- v. Library shall provide Bibliotheca's Maintenance personnel with proper and safe access to the equipment and software at all requisite times for the purpose of providing the maintenance services.
- vi. Library will provide Bibliotheca with at least thirty (30) days written notice of the Library's intention to move the equipment to a location other than the premises.

**EXHIBIT F - SUPPORT AND MAINTENANCE FEE SCHEDULE**

*(following this page)*

## EXHIBIT F - SUPPORT AND MAINTENANCE FEE SCHEDULE

*The pricing listed for all Phases of this Agreement is based on projected need for the support and maintenance of the equipment and software listed below. The County shall have the right to modify the type, quantity and distribution of equipment and/or licenses in order to best meet the project needs if business requirements change over the duration of the Agreement. Support and maintenance will be based on the actual number of units installed per Phase and pro-rated appropriately. If additional products are ordered outside of the Scope of Services or as needed, maintenance will be calculated at the same discount or better, as other products. Definition of "all inclusive" includes remote support, phone and email support, parts, labor and travel for maintenance. Consumables, e.g. additional tags, receipt paper, are not included.*

PHASE 1						
Product	QTY	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
RFID All Inclusive Software System License for all branches	1	Included	\$9,945.00	\$10,442.25	\$10,964.36	\$11,512.58
Headquarters						
smartadmin licenses for reporting, configuration, and monitoring	6	Included	\$900.00	\$900.00	\$900.00	\$900.00
smartserve 1000 self-checkout kiosks with payment (not incl. CC)	4	Included	\$5,215.07	\$5,475.83	\$5,749.62	\$6,037.10
smartserve 400 self-checkout kiosk	1	Included	\$319.68	\$335.66	\$352.45	\$370.07
smartstock 300 handheld checkout device	1	Included	\$121.28	\$127.34	\$133.71	\$140.40
smartstation 200 staff stations	12	Included	\$667.20	\$700.56	\$735.59	\$772.37
smartgate 400 dual aisle security gate	1	Included	\$575.36	\$604.13	\$634.33	\$666.05
smartstock 200 handheld inventory units	3	Included	\$790.80	\$830.34	\$871.86	\$ 915.45
PCI compliant credit card payment	4	Included	\$3,140.00	\$3,140.00	\$3,140.00	\$3,140.00
Marco Island						
smartadmin licenses for reporting, configuration, and monitoring	5	Included	\$750.00	\$750.00	\$750.00	\$750.00
smartserve 1000 self-checkout kiosks with payment (no CC)	1	Included	\$1,303.77	\$1,368.96	\$1,437.40	\$1,509.27
smartserve 400 self-checkout kiosk	1	Included	\$319.68	\$335.66	\$352.45	\$370.07
smartstation 200 staff stations	5	Included	\$278.00	\$291.90	\$306.50	\$321.82
smartgate 400 single aisle security gate systems	2	Included	\$910.88	\$956.42	\$1,004.25	\$1,054.46
smartgate 400 quad aisle security gate	1	Included	\$774.00	\$812.70	\$853.34	\$896.00
PCI compliant credit card payment	1	Included	\$785.00	\$785.00	\$785.00	\$785.00
		YEARLY TOTALS:	\$26,795.72	\$27,856.76	\$ 28,970.84	\$ 30,140.64
<b>GRAND TOTAL DUE WITH 5 YEAR AGREEMENT DISCOUNT:</b>			<b><u>\$22,776.36</u></b>	<b><u>\$ 23,678.24</u></b>	<b><u>\$24,625.22</u></b>	<b><u>\$25,619.54</u></b>
PHASE 2						
Naples Regional						

Product	QTY	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
smartadmin licenses for reporting, configuration, and monitoring	6	Included	\$900.00	\$900.00	\$900.00	\$900.00
smartserve 1000 self-checkout kiosks with payment (no CC)	2	Included	\$2,607.54	\$2,737.91	\$2,874.81	\$3,018.55
smartserve 1000-D self-checkout kiosk with payment (no CC)	1	Included	\$894.80	\$939.54	\$986.52	\$1,035.84
smartserve 400 self-checkout kiosk	1	Included	\$319.68	\$335.66	\$352.45	\$370.07
smartstation 200 staff stations	5	Included	\$278.00	\$291.90	\$306.50	\$321.82
smartgate 400 quad aisle security gate systems	2	Included	\$1,548.00	\$1,625.40	\$1,706.67	\$1,792.00
PCI compliant credit card payment	3	Included	\$2,355.00	\$2,355.00	\$2,355.00	\$2,355.00
<b>Golden Gate City</b>						
smartadmin licenses for reporting, configuration, and monitoring	5	Included	\$750.00	\$750.00	\$750.00	\$750.00
smartserve 1000 self-checkout kiosk with payment (no CC)	1	Included	\$1,303.77	\$1,368.96	\$1,437.40	\$1,509.27
smartserve 400 self-checkout kiosk	1	Included	\$319.68	\$335.66	\$352.45	\$370.07
smartstation 200 staff stations	5	Included	\$278.00	\$291.90	\$306.50	\$321.82
smartgate 400 dual aisle security gate	1	Included	\$575.36	\$604.13	\$634.33	\$666.05
smartgate 400 triple aisle security gate	1	Included	\$759.44	\$797.41	\$837.28	\$879.15
PCI compliant credit card payment	1	Included	\$785.00	\$785.00	\$785.00	\$785.00
<b>Vanderbilt Beach</b>						
smartadmin licenses for reporting, configuration, and monitoring	4	Included	\$600.00	\$600.00	\$600.00	\$600.00
smartserve 1000 self-checkout kiosk with payment (no CC)	1	Included	\$1,303.77	\$1,368.96	\$1,437.40	\$1,509.27
smartserve 1000-D self-checkout kiosk with payment (no CC)	1	Included	\$894.80	\$939.54	\$986.52	\$1,035.84
smartstation 200 staff stations	5	Included	\$278.00	\$291.90	\$306.50	\$321.82
smartgate 400 single aisle security gate systems	1	Included	\$455.44	\$478.21	\$502.12	\$527.23
smartgate 400 dual aisle security gate	1	Included	\$575.36	\$604.13	\$634.33	\$666.05
PCI compliant credit card payment	2	Included	\$1,570.00	\$1,570.00	\$1,570.00	\$1,570.00
		<b>YEARLY TOTALS:</b>	<b>\$19,351.63</b>	<b>\$19,971.21</b>	<b>\$20,621.77</b>	<b>\$21,304.86</b>
<b>GRAND TOTAL DUE WITH 5 YEAR AGREEMENT DISCOUNT:</b>			<b>\$16,448.89</b>	<b>\$16,975.53</b>	<b>\$17,528.51</b>	<b>\$18,109.13</b>

PHASE 3						
South Regional						
Product	QTY	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
smartadmin licenses for reporting, configuration, and monitoring	4	Included	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
smartserve 1000 self-checkout kiosks with payment (no CC)	2	Included	\$ 2,607.54	\$ 2,737.91	\$ 2,874.81	\$ 3,018.55
smartserve 400 self-checkout kiosk	1	Included	\$ 319.68	\$ 335.66	\$ 352.45	\$ 370.07
smartstation 200 staff stations	5	Included	\$ 278.00	\$ 291.90	\$ 306.50	\$ 321.82
smartgate 400 dual aisle security gate systems	2	Included	\$ 1,150.72	\$ 1,208.26	\$ 1,268.67	\$ 1,332.10
PCI compliant credit card payment	2	Included	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00
East Naples						
smartadmin licenses for reporting, configuration, and monitoring	9	Included	\$ 1,350.00	\$ 1,350.00	\$1,350.00	\$ 1,350.00
smartserve 1000 self-checkout kiosks with payment (no CC)	2	Included	\$ 2,607.54	\$ 2,737.91	\$ 2,874.81	\$ 3,018.55
smartstation 200 staff stations	5	Included	\$ 278.00	\$ 291.90	\$ 306.50	\$ 321.82
smartgate 400 dual aisle security gate systems	2	Included	\$ 1,150.72	\$ 1,208.26	\$ 1,268.67	\$ 1,332.10
PCI compliant credit card payment	2	Included	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00
Estates						
smartadmin licenses for reporting, configuration, and monitoring	4	Included	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
smartserve 1000 self-checkout kiosks with payment (no CC)	2	Included	\$ 2,607.54	\$ 2,737.91	\$ 2,874.81	\$ 3,018.55
smartserve 400 self-checkout kiosk	1	Included	\$ 319.68	\$ 335.66	\$ 352.45	\$ 370.07
smartstation 200 staff stations	5	Included	\$ 278.00	\$ 291.90	\$ 306.50	\$ 321.82
smartgate 400 dual aisle security gate	1	Included	\$ 575.36	\$ 604.13	\$ 634.33	\$ 666.05
PCI compliant credit card payment	2	Included	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00
Immokalee						
smartadmin licenses for reporting, configuration, and monitoring	3	Included	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
smartserve 1000 self-checkout kiosk with payment (no CC)	1	Included	\$ 1,303.77	\$ 1,368.96	\$ 1,437.40	\$ 1,509.27
smartstation 200 staff stations	5	Included	\$ 278.00	\$ 291.90	\$ 306.50	\$ 321.82
smartgate 400 dual aisle security gate systems	2	Included	\$ 1,150.72	\$ 1,208.26	\$ 1,268.67	\$ 1,332.10
PCI compliant credit card payment	1	Included	\$ 785.00	\$ 785.00	\$ 785.00	\$ 785.00
		YEARLY TOTALS:	\$ 23,400.26	\$ 24,145.52	\$ 24,928.04	\$ 25,749.70
<b>GRAND TOTAL DUE WITH 5 YEAR AGREEMENT DISCOUNT:</b>			<b>\$ 19,890.22</b>	<b>\$ 20,523.69</b>	<b>\$21,188.84</b>	<b>\$ 21,887.24</b>

CAr



## ADDITIONAL PRODUCTS

*If additional products are ordered outside of the Scope of Services, maintenance will be calculated at the same discount or better as other products and as listed below:*

Product	Sale Price/Ea. Prod.	Maintenance %	Maintenance Price/Each Product				
			1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.
RFID All Inclusive Software System License	\$58,500.00	17%	Included	\$9,945.00	\$10,442.25	\$10,964.36	\$11,512.58
smartadmin™ Software (Per Single Connected Device)	\$100.00	RENEWAL	Included	\$150.00	\$150.00	\$ 150.00	\$150.00
smartserve 1000 - Coin/Bill (CC below)	\$16,297.10	8%	Included	\$1,303.77	\$1,368.96	\$1,437.40	\$1,509.27
smartserve 1000-D Countertop (CC below)	\$11,185.00	8%	Included	\$894.80	\$939.54	\$986.52	\$1,035.84
smartserve 400	\$ 3,996.00	8%	Included	\$319.68	\$335.66	\$352.45	\$370.07
smartstock™ 300 Handheld Device with iPod	\$1,516.00	8%	Included	\$121.28	\$127.34	\$133.71	\$140.40
smartstation™ 200 Shielded Staff Station	\$695.00	8%	Included	\$55.60	\$58.38	\$61.30	\$64.36
smartgate™ 400 Single Aisle Security Gate (Hardware)	\$5,693.00	8%	Included	\$455.44	\$478.21	\$502.12	\$527.23
smartgate™ 400 Dual Aisle Security Gate (Hardware)	\$7,192.00	8%	Included	\$575.36	\$604.13	\$634.33	\$666.05
smartgate™ 400 Triple Aisle Security Gate (Hardware)	\$9,493.00	8%	Included	\$759.44	\$797.41	\$837.28	\$879.15
smartgate 400 Quad Aisle Security Gate (Hardware)	\$9,675.00	8%	Included	\$774.00	\$812.70	\$853.34	\$896.00
smartstock™ 200 All-in-One Inventory Reader	\$3,295.00	8%	Included	\$263.60	\$276.78	\$290.62	\$305.15
PCI Compliant Credit Card Payment	\$1,495.00	RENEWAL	Included	\$785.00	\$ 785.00	\$785.00	\$785.00

**END OF EXHIBIT F - SUPPORT AND MAINTENANCE FEE SCHEDULE**

## EXHIBIT F-1 - EQUIPMENT WARRANTY

**Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system(s) to be free from factory defects for a period of one (1) year from the date of installation and functional operation.**

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation by the County, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer system.

Further, any abuse, misuse, neglect, improper installation by the County, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty.

In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code, or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies.

In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or expenses due directly or indirectly to the purchased equipment, except as stated in this warranty and unless such damage is caused directly by Bibliotheca.

Unless specifically contracted otherwise, Bibliotheca warranty service is provided under the terms and conditions of Bibliotheca's standard yearly Product Support and Maintenance Agreement with the exception of any reference to software updates.

## EXHIBIT G - PRODUCT MAINTENANCE AND LIFESPAN POLICY

The supplied self-service solution will be maintainable throughout the life of the equipment while it has a valid Product Support and Maintenance Agreement. By investing in a Product Support and Maintenance Agreement, all parts are replaced and/or repaired free of charge should they become defective during the life of the equipment. This excludes any consumables.

The Bibliotheca recommends a practice of powering and shutting down **Library** systems on a daily basis to preserve the operating capabilities of the internal PCs and peripherals. The Bibliotheca's systems have been designed with quality components that minimize the risk of failure. The Bibliotheca suggests that the system is monitored to ensure that any staff actions, such as replacement of consumables or bin emptying, are carried out regularly as required.

The Bibliotheca's recommended remote management solution, smartadmin™, provides Library staff with extensive capabilities in monitoring and managing aspects of the solution both on the library floor and remotely, as well as collecting detailed transactional information.

### **For All Products but Security Gates**

Bibliotheca recommends that for planning purposes the expected lifespan of all hardware products (excluding security pedestals) is six (6) years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time).

Bibliotheca's intention is to meet the Library's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the Library uses the latest available technology, Bibliotheca offers a convenient program that allows Library to upgrade their equipment to the current levels at a thirty five percent (35%) discount.

### **Security Gates**

Bibliotheca recommends that the expected lifespan for Security Pedestals is eight (8) years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time).

Bibliotheca's intention is to meet the Library's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the Library uses the latest available technology, Bibliotheca offers a convenient program that allows customers to upgrade their equipment to the current levels at a thirty five percent (35%) discount.

**RFID Tags**

Bibliotheca guarantees its tags for the life of the items to which they are affixed. Should the Library find a tag that is inoperable, Bibliotheca will replace it, free of charge.

**Automated Materials Handling**

Bibliotheca recommends that the expected lifespan of the smartsort™ 100, smartsort™ 200, and smartsort™ 300 is ten (10) years; the smartsort™ 400 is set at eight (8) years.

Bibliotheca's trade-in program allows Library to trade smaller sorters toward the purchase of larger ones at any time, with a yearly straight line depreciation of fifteen percent (15%). For example, if the Library spends twenty thousand dollars (\$20,000) on a sorter and in three (3) years elects to trade up to a larger unit, it will receive eleven thousand dollars (\$11,000) in credit toward that new purchase.



# CERTIFICATE OF LIABILITY INSURANCE

BIBLI-1 OP ID: BE

DATE (MM/DD/YYYY)

08/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance 901 North Broad St, Suite 200 Rome, GA 30161 Rhett Butler, CPCU		Phone: 706-291-4000 Fax: 706-291-9771	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
<b>INSURED</b> Bibliotheca, LLC 3169 Holcomb Bridge Rd #200&205 Norcross, GA 30071		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Travelers Prop Cas Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td>The Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER C:</td> <td>Phoenix Ins Co</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Prop Cas Co of Amer	25674	INSURER B:	The Travelers Indemnity Co	25658	INSURER C:	Phoenix Ins Co	25623	INSURER D:			INSURER E:			INSURER F:		
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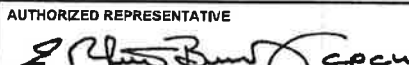
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	ZLP-14R3818A-14-15	04/11/2014	04/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1M/3M COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Hired Phy <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Damage		BA-8379X386-14-TEC	04/11/2014	04/11/2015	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP-14R4335A-14-15	04/11/2014	04/11/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	HKUB-8381X07-A-14	04/11/2014	04/11/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Professional Liability</b>		ZPL-14R15884-14-15	04/11/2014	04/11/2015	2,000,000 2,000,000 Each Claim Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Collier County Board of Commissioners is an Additional Insured as respects General Liability Coverage per form CGD246(0805) as required by written contract. 30 day notice of cancellation per form ILT354 03 98

<b>CERTIFICATE HOLDER</b>  Collier County Board of Commissioners 3299 Tamiami Trail East Naples, FL 34112	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Procurement Services  
Change Order Form

Contract Modification     Work Order Modification     Amendment

Contract #: 13-6146    Change #: 2    Purchase Order #: 4500170491    Project #: N/A

Contractor/Firm Name: Bibliotheca LLC    Contract/Project: Radio Frequency ID (RFID) System

Project Manager Name: Tanya Williams    Division Name: Library

Original Contract/Work Order Amount	\$ 939,789.64	16.D.2	Original BCC Approval Date; Agenda Item #
Current BCC Approved Amount	\$ 939,789.64	9/9/14-16.D.2	Last BCC Approval Date; Agenda Item #
Current Contract/Work Order Amount	\$ 939,789.64	9/8/2019	SAP Contract Expiration Date (Master)
Dollar Amount of this Change	\$ (1.00)	0.00%	Total Change from Original Amount
Revised Contract/Work Order Total	\$ 939,788.64	0.00%	Change from Current BCC Approved Amount
Cumulative Changes	\$ (1.00)	0.00%	Change from Current Amount

Completion Date, Description of the Task(s) Change, and Rationale for the Change

Notice to Proceed Date: 9/09/2014    Original Completion Date: 9/8/2019    Last Approved Date: N/A    Revised Date: (includes this change)

# of Days Added: N/A    Select Tasks:  Add new task(s)     Delete task(s)     Change task(s)     Other (see below)

Provide a response to the following: 1.) detailed and specific explanation/rationale of the requested change(s) to the task(s) and / or the additional days added (if requested); 2.) why this change was not included in the original contract; and, 3.) describe the impact if this change is not processed. Attach additional information from the Design Professional and/or Contractor if needed.

**CHANGE #1**

1- Recently, staff became aware that there are several line items in the BCC approved bid schedule that are obsolete, no longer available, their product names has been changed, or the item is required for an upgrade to a new operating system. Any product that has changed names, remained the same price as the original contract. Below is a full list of modified and new items.

Old Name	New Name	Description	Unit Price	Status
(none - new product)	selfCheck™ 500 Freestanding Kiosk	Freestanding self-service kiosk in black (for patrons to check items	\$ 8,200.00	New item
(none - new product)	selfCheck™ 500D desk top kiosk	Desktop self-service kiosk in black (for patrons to check items in and	\$ 7,650.00	New item
(none - new product)	selfCheck™ 500 and 500D credit card payment	Heartland credit card payment (configuration, device)	\$ 1,495.00	New item
(none - new product)	RFID gate™ premium Single Aisle	Extended width clear security gate system (single aisle - two	\$ 12,250.00	New item
(none - new product)	RFID gate™ premium Dual Aisle	Extended width clear security gate system (dual aisle - three	\$ 14,750.00	New item
(none - new product)	RFID gate™ premium Triple Aisle	Extended width clear security gate system (triple aisle - four	\$ 16,925.00	New item
smartlabel™ 100 Clear 2x2 Tag (2,000/roll)	RFID tag™ squareClear (1,000/roll)	Clear square 2x2 RFID tags (1,000 tags per roll)	\$ 190.00	Change in roll quantity
smartlabel™ 110 2x2 Tag (2,000/roll)	RFID tag™ square (2,000/Roll)	Square 2x2 RFID tags (2,000 tags per roll)	\$ 278.00	
smartlabel™ 200 2x3 Tag	RFID tag™ rectangle (1,500/Roll)	Rectangle 2x3 RFID tags (1,500 tags per roll)	\$ 208.50	Change in roll quantity
smartlabel™ 300 CD/DVD Hub Tag	RFID tag™ hub (1,000/Roll)	Small circular media hub tags (1,000 tags per roll)	\$ 180.00	
smartlabel™ 310 Standard Full Coverage DVD Only Tag	RFID tag™ fullDiscDVD (500/Roll)	Large circular media full coverage tags (500 tags per roll)	\$ 310.00	
smartstation™ 700 Tagging Cart Lease	RFID conversion Station Rental 1 month	RFID tagging/conversion cart to convert items to RFID technology	\$ 475.00	Price per month

Old Name	New Name	Description	Price	Status
smartadmin™ Software	libraryConnect™	Central reporting and management software (view status of equipment in real time)	\$ 100.00	
smartserve™ 1000 Freestanding Kiosk with cash and credit	selfCheck™ 1000 with cash and credit	Freestanding self-service kiosk in black or white with payment, 19" portrait touchscreen (for patrons to check items in and out)	\$ 17,792.10	
smartserve™ 1050 Countertop Kiosk with credit	selfCheck™ 1000D with credit	Desktop self-service kiosk in black or white with credit card payment only, 19" portrait touchscreen (for patrons to check items in and out)	\$ 12,680.00	
smartserve™ 400	n/a	n/a	n/a	Remove - End of Life
smartstock™ 300	n/a	n/a	n/a	Remove - End of Life
smartstock™ 200	n/a	n/a	n/a	Remove - End of Life
(none - new product)	mobile DLA	Handheld inventory device to track items during inventory process	\$ 5,200.00	Replaces smartstock™ 200
smartstation™ 200	RFID workstation shielded	Shielded staff station (to tag, check items in and out)	\$ 695.00	
smartgate™ 400 Single Aisle	RFID gate™ Single Aisle. Options: Direct mount, Base plate, Buried cable	Clear security gate system (single aisle - two pedestals), installed at entrance/exit	\$ 5,693.00	
smartgate™ 400 Dual Aisle	RFID gate™ Dual Aisle. Options: Direct mount, Base plate, Buried cable	Clear security gate system (dual aisle - three pedestals), installed at entrance/exit	\$ 7,192.00	
smartgate™ 400 Triple Aisle	RFID gate™ Triple Aisle. Options: Direct mount and Buried cable	Clear security gate system (triple aisle - four pedestals), installed at entrance/exit	\$ 9,493.00	
smartgate™ 400 Quad Aisle	RFID gate™ Quad Aisle. Options: Direct mount and Buried cable	Clear security gate system (quad aisle - five pedestals), installed at entrance/exit	\$ 9,675.20	

- The change being requested was not included in the original contract because these items were not anticipated to be needed at that time the contract was drafted, or the additional product line items and name change for incidental work were unknown until after the software had been upgraded.
- If these changes are not processed, there will be difficulty in processing invoices because the new item names are different conflict with the item names in the original contract, and in the event of installation or maintenance system failures, there may be detrimental damages to the software and/or hardware resulting in potential additional expenses for software and/or hardware replacement.

**CHANGE #2**

- This change order is needed to correct a scrivener's error in the total contract value.
- This was an inadvertent mistake in the original contract and related documents, the total contract amount of \$939,789.64 approved by the Board on September 9<sup>th</sup>, 2014 (16.D.2) needs to be reduced by \$1.00.
- If this modification is not processed, contract amounts will be contradicting, and it may delay processing time of invoices for payments.

Prepared by:   
 (Yahaira Magee, Purchasing Technician, Collier County Public Library Department)

Date: 5/1/17

Acceptance of this Change Order shall constitute a modification to contract / work order identified above and will be subject to all the same terms and conditions as contained in the contract / work order indicated above, as fully as if the same were stated in this acceptance. The adjustment, if any, to the Contract shall constitute a full and final settlement of any and all claims of the Contractor / Vendor / Consultant / Design Professional arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted by:   
 (Tanya Williams, Division Director of Collier County Public Library)

Date: 05/01/2017

Approved by:  JOSEPH A. GALVA, PRESIDENT  
 (Bibliotheca LLC.)

Date: 5-1-17

Approved by: \_\_\_\_\_  
 (Steve Carnell, Public Division Director, Collier County Board of County Commissioners)

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 (Adam Northrup, Procurement Professional)

Date: \_\_\_\_\_

PROCUREMENT USE ONLY		
Admin	BCC Rpt	BCC ES