

Mem #9-3A

**City of Carson City  
Agenda Report**

**Date Submitted:** April 27, 2010

**Agenda Date Requested:** May 6, 2010  
**Time Requested:** Consent

**To:** Mayor and Supervisors  
**From:** Purchasing & Contracts

**Subject Title:** Action to determine that Contract No. 0910-192 is a contract for hardware and associated peripheral equipment and devices for computers and/or software for computers and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0910-192 a request for RFID system, associated equipment, materials and training needed to for the conversion to be provided by EnvisionWare, Inc., for a not to exceed cost of \$91,781.00 to be funded from the Library Grant Service/Automation Fund and the Library Gift Fund as provided in FY 2009/2010. (*Sandy Scott*)

**Staff Summary:** Carson City Library is in the process of implementing a RFID (Radio Frequency Identification) project. RFID tags, self-check systems, staff RFID stations, conversion stations, antenna pads, portable scanning devices, and other equipment needed for the conversion to RFID. The project will convert the current library system to RFID, the equipment to be purchased will operate self check-in in an RFID environment. Delivery, installation, staff training, warranty, post warranty/maintenance service updates for both hardware and software. All equipment will have the ability to automate check-in and sorting processes and be capable to expand for future growth. Equipment will interoperate with other vendors' RFID products, as well as with existing barcodes.

**Type of Action Requested:** (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to determine that Contract No. 0910-192 is a contract for hardware and associated peripheral equipment and devices for computers and/or software for computers and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0910-192 a request for RFID system, associated equipment, materials and training needed to for the conversion to be provided by EnvisionWare, Inc., for a not to exceed cost of \$91,781.00 to be funded from the Library Grant Service/Automation Fund and the Library Gift Fund as provided in FY 2009/2010. (*Sandy Scott*)

**Explanation for Recommended Board Action:** Pursuant to NRS 332.115 subsection 1 (d), staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding.

**NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.**

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment; are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 332.115 subsection 1 (a) and (d)

**Fiscal Impact:** \$91,781.00

**Explanation of Impact:** If approved the below listed account could be reduced by \$91,781.00

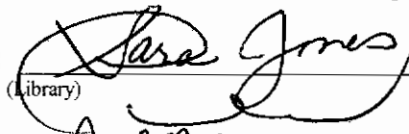
**Funding Source:** 275-6200-455-1285 Library Grant Service/Automation Fund and 230-0000-455-7787 Library Gift Fund as provided in FY 2009/2010.

**Alternatives:** Not award bid and provide other direction

**Supporting Material:** Contract No. 0910-192, Exhibit A, Exhibit B, and Exhibit C

**Prepared By:** Sandy Scott-Fisher, Purchasing and Contracts Coordinator

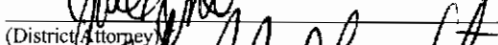
**Reviewed By:**

  
\_\_\_\_\_  
(Library)

Date: 4-27-10

  
\_\_\_\_\_  
(City Manager)

Date: 4/27/10

  
\_\_\_\_\_  
(District Attorney)

Date: 4-27-10

  
\_\_\_\_\_  
(Finance Director)

Date: 4/27/10

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Contract No. 0910-192**

**Titled: Carson City Library RFID Project**

**THIS CONTRACT**, made and entered into this 6th day of May, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and EnvisionWare, Inc., hereinafter referred to as the "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 0910-192 Carson City Library RFID Project** are both necessary and in the best interests of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from May 6, 2010 subject to Carson City Board of Supervisors' approval (anticipated to be May 6, 2010) to August 1, 2010, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

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For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

3.1.1 Notice to **CONTRACTOR** shall be addressed to:  
Michael J. Monk, Vice President and Co-Founder/Co-Owner  
EnvisionWare, Inc.,  
2810 Premiere Parkway NW, Suite 350  
Duluth, GA 30097-8917  
800-216-8370/FAX 678-584-1232  
[Mmonk@envisionware.com](mailto:Mmonk@envisionware.com)

3.1.2 Notice to **CITY** shall be addressed to:  
Carson City Purchasing and Contracts  
Sandy Scott-Fisher, Purchasing and Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, NV 89701  
775-283-7137/ FAX 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

**4 SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services set forth in Exhibit A, Exhibit B, and Exhibit C attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

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4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5 **CONSIDERATION:**

The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon a not to exceed maximum lump sum amount of Ninety-One Thousand, Seven Hundred Eighty-One Dollars and No Cents.

5.1 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.2 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

5.3 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.4 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6 **TIMELINESS OF BILLING SUBMISSION:**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted

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after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

**7 CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**7.2 Termination for Nonappropriation:**

7.2.1 The continuation of this Contract beyond June 30, 2010, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**7.3 Cause Termination for Default or Breach:**

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

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7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

**7.4 Time to Correct:**

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**7.5 Winding Up Affairs Upon Termination:**

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

**8 REMEDIES:**

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable

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attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

**9      LIMITED LIABILITY:**

9.1      **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**10     FORCE MAJEURE:**

10.1     Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**11     INDEMNIFICATION:**

11.1     To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2     Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1     a written request for a legal defense for such pending claim(s) or cause(s) of action;  
and



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11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

**12 INDEPENDENT CONTRACTOR:**

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without submission to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13 INSURANCE REQUIREMENTS:**

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**Titled: Carson City Library RFID Project**

13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

## **13.4 Insurance Coverage:**

13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

## **13.5 General Requirements:**

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

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13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

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13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**14 COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products and Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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**16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

16.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

**17 BUSINESS LICENSE:**

17.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

17.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

**18 COMPLIANCE WITH LEGAL OBLIGATIONS:**

18.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

**19 WAIVER OF BREACH:**

19.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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**20     SEVERABILITY:**

20.1   If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**21     ASSIGNMENT/DELEGATION:**

21.1   To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

**22     CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

22.1   Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

22.2   **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.3   **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

**23     PUBLIC RECORDS:**

23.1   Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**Titled: Carson City Library RFID Project**

disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**24    CONFIDENTIALITY:**

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**25    FEDERAL FUNDING:**

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

**26    LOBBYING:**

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

**27 GENERAL WARRANTY:**

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

**28 PROPER AUTHORITY:**

28.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors/Regional Transportation Commission and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

**29 ALTERNATIVE DISPUTE RESOLUTION:**

29.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**30 GOVERNING LAW; JURISDICTION:**



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30.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

31 **ENTIRE CONTRACT AND MODIFICATION:**

31.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-192**  
**Titled: Carson City Library RFID Project**

**32 ACKNOWLEDGMENT AND EXECUTION:**

32.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CARSON CITY**

Purchasing and Contracts Department  
Attn: Sandy Scott-Fisher  
Purchasing and Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

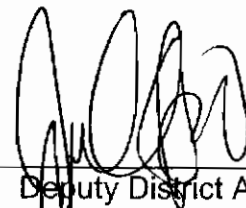
By:   
Sandy Scott-Fisher

DATED 4/27/10

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney


I have reviewed this Contract and approve as to its legal form.

By:   
Deputy District Attorney

DATED 4/27/10

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Sara Jones, Director  
Carson City Library  
900 North Roop Street  
Carson City, NV 89701  
Telephone: 775-887-2245 Ext. 11007  
Fax: 775-887-2273  
[sjones@ci.carson-city.nv.us](mailto:sjones@ci.carson-city.nv.us)

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

DATED 4-27-10

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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Michael J. Monk deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

**CONTRACTOR**

**BY:** Michael J. Monk

**TITLE:** Vice President and Co-Founder/Co-Owner

**FIRM:** EnvisionWare Inc.

**CARSON CITY BUSINESS LICENSE #:** \_\_\_\_\_

**Address:** 2810 Premiere Parkway NW, Suite 350

**City:** Duluth **State:** GA **Zip Code:** 30097-8917

**Telephone:** 800-216-8370/ **Fax #:** 678-584-1232

**E-mail Address:** Mmonk@envisionware.com

\_\_\_\_\_  
(Signature of **CONTRACTOR**)

DATED \_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) **ss**

Signed and sworn (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2010, by  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**SAMPLE INVOICE**

Invoice Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

Invoice shall be submitted to:

Carson City Library  
 Attn: Sara Jones  
 900 N Roop Street  
 Carson City NV 89701

Line Item #	Description	Value	% Completed	Total \$\$
<b>Total for this invoice</b>				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

**ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-192**  
**Titled: Carson City Library RFID Project**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of May 6, 2010, approved the acceptance of **CONTRACT No. 0910-192**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

ROBERT L. CROWELL, MAYOR

DATED this 6<sup>th</sup> day of May, 2010.

**ATTEST:**

ALAN GLOVER, CLERK-RECORDER

DATED this 6<sup>th</sup> day of May, 2010.

## Library Requirements and/or Preferences

### System

The overall system requirements/preferences are shown below.

1.	<p>All system components are UL, CE, and FCC Part 15-Certified; SIP2, RS-232, TCP/IP Ethernet 10/100/1000, 802.11b (wireless) compliant; and meet the EU RoHS and WEEE Directives.</p> <p>EnvisionWare understands and complies with this requirement as appropriate to the device.</p>	
2.	<p>The proposed system and all of its components are entirely compatible with, and in no manner interfere with the integrated library system (currently Polaris), its computer clients, or other components.</p> <p>EnvisionWare understands and complies with this requirement.</p> <p>EnvisionWare provides tightly coupled, seamless integration in the Polaris Circulation Client and with Polaris ExpressCheck.</p>	
3.	<p>The proposed system provides application-specific software to incorporate all hardware (detection systems, staff station readers, cataloging stations, inventory wand), the circulation RFID tags and any other RFID-related hardware into the system.</p> <p>EnvisionWare understands and complies with this requirement.</p>	
4.	<p>The proposed system must interface with the Library's existing integrated library system, Polaris, using the SIP2 protocol.</p> <p>EnvisionWare understands and complies with this requirement.</p> <p>Polaris SIP2 is not required by the library when using the native Polaris Circulation Client and Polaris ExpressCheck in conjunction with EnvisionWare RFID.</p> <p>Polaris SIP2 is required for OneStop™ Self service Circulation System, self service checkin and EnvisionWare Branch Manager to retrieve item titles for gate alert displays at Staff Stations and to support LibraryPDA™.</p>	
5.	<p>The proposed system must not interfere with other equipment, integrated library system, clients or PCs that may be nearby.</p> <p>EnvisionWare understands and complies with this requirement.</p>	
6.	<p>The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector.</p> <p>EnvisionWare understands and complies with this requirement.</p>	
7.	<p>The RFID system must be ISO 15693 18000-3 Mode 1 Compliant (all mandatory elements)</p> <p>EnvisionWare understands and complies with this requirement.</p>	

8.	<p><b>Provider must be willing to work with the integrated library system Provider, Polaris Library System, to resolve any RFID-ILS functionality problem</b></p> <p>EnvisionWare understands and complies with this requirement. EnvisionWare works proactively with Polaris to test our system against Polaris, and collaborates on development, and integration.</p>	
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## RFID Tags

The RFID Tag requirements/preferences are shown below.

1.	<p><b>Tags must be ISO 18000-3 Mode 1 and ISO 15693-3 Compliant (all mandatory elements).</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
2.	<p><b>The proposed system provides tags with a range of memory options from 256 to 2048 bits that can be used simultaneously in the library.</b></p> <p>EnvisionWare understands and complies with this requirement. EnvisionWare only provides RFID tags with 1024 bits of memory to ensure compatibility with future Data Model memory requirements.</p>	
3.	<p><b>Tags are 13.56 MHz.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
4.	<p><b>All data on the re-writable RFID tag, including the item identifier field, must be fully rewriteable.</b></p> <p>EnvisionWare understands and complies with this requirement. EnvisionWare does NOT lock the data on the RFID tags because locking any portion of the tag renders the tags unwriteable.</p>	
5.	<p><b>The proposed system tags must enable the AFI security status to be stored directly on the tag and must trigger an immediate alarm if an item not charged is read by the detection systems.</b></p> <p>EnvisionWare understands and complies with this requirement according to industry standards.</p>	
6.	<p><b>Tags are available in blank, generic library or library- customized versions and are rewritable.</b></p> <p>EnvisionWare provides blank tags. We also offer tag-printing services. Tags are re-writable.</p>	
7.	<p><b>Tags must provide both security and inventory control functionality.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
8.	<p><b>Tags use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	

9.	<p><b>Tags are adhesive-backed and one piece (tag and label integrated into one piece) to adhere to library materials without addition of an adhesive cover label.</b></p> <p>EnvisionWare RFID tags meet this requirement.</p>	
10.	<p><b>Tags can be easily applied in one step, with no need for mouse clicks, keyboard input, or touch screen entries for most item conversions.</b></p> <p>EnvisionWare understands and complies with this requirement. The EnvisionWare conversion process (tagging) is as easy as 1-2-3. It is not necessary to press any key to encode a tag and no connection to the library system is required. The work flow is as simple as: 1) Place the tag on the item; 2) Scan the barcode using the standard scanner; 3) Place the item on the pad.</p>	
11.	<p><b>The proposed tags feature a flip-chip bond using Z-axis adhesive between the antenna and chip for high durability. Include any guarantees you will make concerning the tag adhesive (especially tags provided for use in CDs and DVDs).</b></p> <p>EnvisionWare RFID tags meet this requirement. The tags are guaranteed to last the life of the item they are attached to.</p>	
12.	<p><b>The proposed system tags must use a low acid, or neutral pH, adhesive.</b></p> <p>EnvisionWare RFID tags meet this requirement.</p>	
13.	<p><b>Tags are compliant with ISO 18000-3 Mode 1 and ISO 15693-3 (all optional components as well as all mandatory components).</b></p> <p>EnvisionWare RFID tags meet this requirement.</p>	
14.	<p><b>Provider agrees to guarantee that tags will be compliant and rewriteable within one year of the balloting and adoption of the ISO/NISO Library RFID Data Model Standard.</b></p> <p>EnvisionWare RFID tags are currently in compliance with the ISO 18000-3 Mode 1, ISO 15693-3, and 28560-3 standards. We are committed to ISO/NISO Library RFID Data Model Standard and stay in touch with the evolving standards. Carson City can be assured that EnvisionWare tags will be in compliance with these standards.</p>	
15.	<p><b>Provider agrees to replace all Provider-supplied RFID tags with standard compliant tags (within one year of the adoption of the ISO/NISO Library RFID data model standard) if the tags are not rewriteable to that standard on-the-fly (using standard staff workstation equipment). In addition, the Provider agrees to reimburse the library for replaced tag to compensate for the labor costs associated with replacing non-compliant tags.</b></p> <p>As mentioned above, EnvisionWare RFID tags are currently in compliance with the standards listed above. We are committed to ISO/NISO Library RFID Data Model Standard and stay in touch with the evolving standards. Carson City can be assured that EnvisionWare tags will be in compliance with these standards.</p>	



16.	<p><b>Provider provides RFID tags that work with all material types including books, periodicals, DVDs, VCR videos, CDs, books on CD, books on cassette, MP3 discs and sheet music.</b></p> <p>EnvisionWare RFID tags meet this requirement.</p>	
17.	<p><b>Provider provides recommendations and instructions for tagging media and multi-part sets. Provides recommendations for how best to secure items with media (e.g. CDs, DVDs) and multi-part sets (e.g. Books on CD, TV series DVDs) in a way that is the least time-consuming for staff while providing required security.</b></p> <p>EnvisionWare complies with this requirement. EnvisionWare has extensive experience in converting library collections. Our Implementation Consultants will provide Carson City with best practices for tagging collections. Specific Tag placement information will be provided by the EnvisionWare Professional Service staff during the implementation process and training. When placing circular CD/DVD tags onto discs, ensure that they are as centered as possible on the hub of the primary or last CD/DVD. When placing book tags into the CD/DVD covers, place tags in any corner of the inside of the title cover to prevent discs from detuning tags during reads. For items with metallic covers, tag the item first before attempting to encode the RFID tag. If the tag cannot be converted normally with the metallic case it will likely fail during transactions. In this scenario the metallic cover should be discarded. For other items not specifically identified above place the rectangular tag or media (donut) tag in the most convenient location in the item. Some containers may require placement of the tag under the jacket.</p> <p>Also, EnvisionWare has designed an exclusive one-step Media Case Controller. The EnvisionWare Media Case Controller promotes patron self service use of the self service stations by making the self check out easy and quick. The EnvisionWare Media Case Controller allows a one-step check out experience and ensures that only the item that was checked out is unlocked. Competitive systems allow items that are not checked out to be unlocked.</p> <p>EnvisionWare would like the opportunity to explain this more in detail in person.</p>	
18.	<p><b>Provider provides a combined RFID tag/cover label for purchase.</b></p> <p>EnvisionWare tags have a printable surface and do not require overlays. The Library Logo's can be printed directly to the tag. Overlays are expensive and are time consuming.</p>	
19.	<p><b>The proposed system tag must be guaranteed for the life of the item to which it is originally affixed. Provider agrees to replace, at no cost to the library, all tags that fail or which cease to be readable at 99% accuracy by security system. The Provider must also show upon request the data of the accelerated age testing of the tags and read range as well as methodology for testing.</b></p> <p>EnvisionWare understands and complies with this requirement. RFID tags are guaranteed for the life of the item they are attached to. They</p>	

	<p>are expected to attain 100,000 reads during their useful life. We also will replace at no charge the tags that are defective.</p> <p>Accelerated age testing data is available upon request.</p> <p>The requirement to read 99% of the time is accomplished only with ideal circumstances. We would like the opportunity to explain this in person.</p>	
20.	<p><b>Tags are performance-tested before shipment by a third party and defective tags are marked. Performance test results average less than 1 defective tag per 10,000. Describe your procedures for reliability testing and provide statistics for average number of defective tags per 10,000.</b></p> <p>EnvisionWare understands and complies with this requirement. In the process of tag manufacturing, some of the tags fail the validity test and are known as defective or "bad tags". Tags that have been verified as defective at the factory are marked with a small black rectangle. Tags with this mark are defective and should be thrown away. Each roll of tags already contains replacement tags for those marked as defective therefore it is unnecessary to return defective tags to EnvisionWare. Reliability testing is performed regularly at the factory facility in Fletcher, NC. The average number of defective tags per 10,000 is less than 10. All rolls of tags contain tested and we deliver the quantity ordered.</p>	
21.	<p><b>Tags can be deactivated by a means other than cutting the tag.</b></p> <p>EnvisionWare understands and complies with this requirement. The encoding station software can deactivate tags.</p>	
22.	<p><b>Provider has experience providing RFID tags to material Providers including Ingram, Midwest Tape, Baker and Taylor, Ingram, and Recorded Books who then provide preprocessed material (including Providers encoded tags) to their library customers</b></p> <p>EnvisionWare understands and complies with this requirement. All of the above listed vendors have EnvisionWare conversion systems.</p>	
23.	<p><b>Provider tags protect patron privacy. Describe what information is stored on each tag, the encryption system used, and how data is prevented from being read by unauthorized readers.</b></p> <p>EnvisionWare understands and complies with this requirement. EnvisionWare does not write bibliographic data to the tag. The Danish Data Model allows for encoding the following information on the RFID tags:</p> <p><b>Meta data elements</b></p> <ul style="list-style-type: none"> <li>• AFI (security)</li> <li>• Check method (Check sum)</li> <li>• Standard version (version of the Danish Data Model being used)</li> <li>• Type of usage (1:circulation, 2:not for circulation [cannot be</li> </ul>	

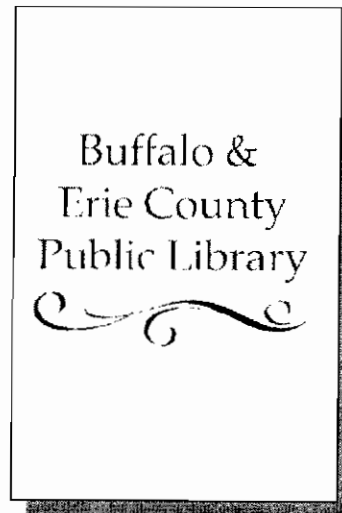
	<p>checked out], 7:discarded, 8:patron card, etc.)</p> <p><b>Item data elements</b></p> <ul style="list-style-type: none"> <li>• Primary item ID (item 'barcode' up to 16 characters. You may use the alternate item ID field for longer item IDs)</li> <li>• Number of parts in item (3 items make a set of DVDs)</li> <li>• Ordinal part number (item 1 of 3)</li> </ul> <p><b>Library data elements</b></p> <ul style="list-style-type: none"> <li>• Country of Owner library (the library's country as defined by ISO 3166-1- US)</li> <li>• Owner library (name of the library that owns the material as defined by ISIL, ISO 15511. Supports standardized and non-standardized) eg. Carson City Library=NVX</li> <li>• OPTIONAL: Extended owner library (used if longer than defined character length)</li> </ul> <p><b>Application data elements</b></p> <ul style="list-style-type: none"> <li>• Media format (1:book, 2:CD/DVD, 3:magnetic tape, 4:other, 5:careful handling, 6:small item [used with sorting systems])</li> </ul> <p>There are also OPTIONAL Supplier data elements (information about the purchase of the item) such as Supplier ID, Item identification, Order number, and Invoice number</p> <p>Since the Danish Data Model is a an Open Standard Data Model and available to RFID vendors for the purposes of interoperability, the data is not encrypted. Encrypting the data would cause the model to become proprietary and unencryptable only by the supplier that encrypted the data. Encrypting data and proprietary systems has been the reason why so many libraries have been left with the only option of retagging their collection when they want to migrate to an open standards.</p>	
24.	<p><b>Provider provides a list of types and quantities of tags recommended for conversion and for new acquisitions (for the year following conversion), including unit pricing for each different product.</b></p> <p>EnvisionWare understands and complies with this requirement. EnvisionWare offers tags for the multiple uses in the library. The standard EnvisionWare tag for print items such as books and for locking media cases is a rectangular tag that offers 15% - 20% better performance than a common, standard square RFID tag. However, EnvisionWare also provides a square RFID tag for use on special items that may not be able to accommodate the rectangle tag.</p> <p>For rotating media, we recommend the use of various types of RFID tags depending on the type of rotating media item. EnvisionWare recommends the use of three approached to media security 1. hub (donut) RFID tag be placed on Audio discs and</p>	

rectangle in the case, 2. Advanced Media Tag, 3. EnvisionWare Media Controller with a rectangle tag in the case.

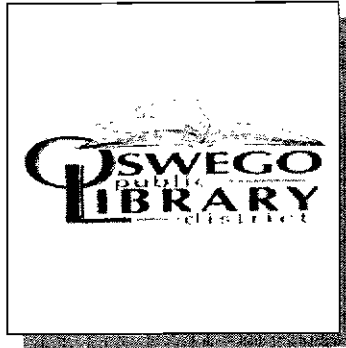
Hub tags are engineered to optimally perform with the type of metal used on Audio discs. For use on single-sided DVDs, EnvisionWare recommends the use of a full-disc RFID tag, known as the EnvisionWare Advanced Media Tag™. The Advanced Media Tag is the best product on the market today for single sided DVDs and outperforms competitive tags including the use of a booster/hub tag combination. The EnvisionWare Advanced Media Tag costs a fraction of the cost of the booster/hub combination. The Advanced Media tag is specifically engineered to offer the best performance with the type of metal that is present in DVDs.

For double-sided DVDs, Blu-ray, and discs with metal to the core, EnvisionWare recommends the use of locking cases for security and an EnvisionWare rectangle tag applied to the case for RFID check out and item detection. EnvisionWare has designed an exclusive one-step Media Case Controller. The EnvisionWare Media Case Controller promotes patron self service use of the self service stations by making the self check out easy and quick. The EnvisionWare Media Case Controller uniquely allows a one-step check out experience and ensures that only the item that was checked out is unlocked.

Sample of a Rectangle RFID tag



Sample of a Square RFID tag

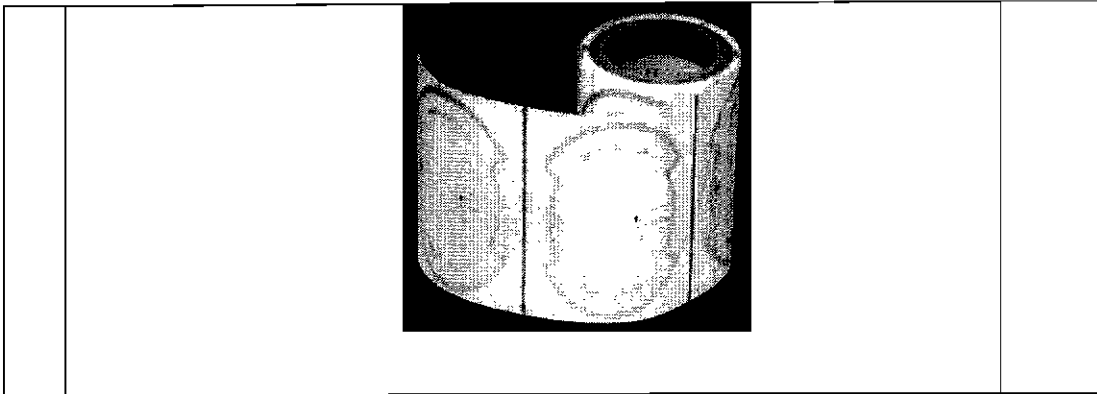


Sample of a Hub RFID tag



Sample of a the EnvisionWare Advanced Media RFID Tag™





### **RFID Staff Workstation Equipment**

The RFID Staff Workstation equipment requirements/preferences are shown below.

1.	<p><b>Staff check-out units reliably (99.9%) check in/out a minimum of 10 RFID tagged items simultaneously.</b>          EnvisionWare understands and complies with this requirement under ideal conditions. EnvisionWare would like the ability to discuss this in person with the Library and explain the technology caveats to unqualified performance statements.</p>	
2.	<p><b>Staff workstation equipment is capable of processing RFID tags or bar codes in the same circulation transaction. Provide a detailed staff scenario of a checkout session that includes some items that are RFID tagged and others that are only bar-coded.</b>          Polaris works the same using RFID or barcode when using the EnvisionWare RFID integration system.</p>	
3.	<p><b>Staff stations can easily read library cards and material barcodes in a variety of formats (codabar and non-codabar) and locations on the item.</b>          EnvisionWare understands and complies with this requirement and uses Polaris for this functionality.</p>	
4.	<p><b>The proposed system has a thin (less than ½") reader pad that provides easy installation.</b>          EnvisionWare understands and complies with this requirement.</p>	
5.	<p><b>Staff workstation equipment is compatible with Library's standard circulation desk computers, barcode scanners, and receipt printers.</b>          Your current Polaris staff stations will provide this functionality.</p>	
6.	<p><b>Staff workstation equipment can be mounted in, on, or under the work surface of a circulation station.</b>          EnvisionWare understands and complies with this requirement. The workstations will have to be verified for RFID furniture compliance for metal content in the furniture. A high content of metal in the furniture</p>	

	<p>may cause interference with the pads ability to read the tags accurately. EnvisionWare also sells an optional unidirectional pad for environments where furniture creates an unacceptable amount of RF interference.</p>	
7.	<p><b>Staff workstation equipment can function when positioned under existing Library slate, granite, wooden or laminate-topped desks.</b>          EnvisionWare understands and complies with this requirement. The workstations will have to be verified for RFID furniture compliance for metal content in the furniture. A high content of metal in the furniture may cause interference with the pads ability to read the tags accurately. EnvisionWare also sells an optional unidirectional pad for environments where furniture creates an unacceptable amount of RF interference.</p>	
8.	<p><b>Staff workstation equipment has an RFID read range of 8 inches minimum for book tags.</b>          EnvisionWare understands and complies with this requirement.</p>	
9.	<p><b>Staff workstation equipment is able to read tags and display the information contained on the tag.</b>          The EnvisionWare RFID system connects directly into the Polaris circulation client. EnvisionWare believes that the best use of RFID for Polaris libraries is to integrate RFID in to the Polaris circulation instead of forcing staff to learn new 3rd party software. Therefore, EnvisionWare proposes the use of the EnvisionWare RFID system in conjunction to the Polaris Circulation client with no additional third party user interface. Since the EnvisionWare RFID system connects directly to the Polaris Circulation client, this RFP request and other functions are performed in Polaris Circulation client.</p>	
10.	<p><b>Staff workstation equipment provides a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.</b>          EnvisionWare understands and complies with this requirement. This is done directly in the Polaris Circulation Client. EnvisionWare would like the opportunity to show this in person to the Library.</p>	
11.	<p><b>The proposed system uses an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read up to 8 inches high with a book tag.</b>          EnvisionWare understands and complies with this requirement.</p>	
12.	<p><b>Staff workstation equipment has the ability to read, program, and reprogram RFID tags during a standard circulation transaction (on-the-fly).</b>          While EnvisionWare provides programming functions for staff circulation stations, EnvisionWare is integrated into the Polaris Circulation Client and does not require the use of third party application for staff to interface with. Therefore, EnvisionWare is not able to provide the functions exactly as described in the question.</p>	

13.	<p><b>Staff workstation equipment does not require mouse activations to process most items. (Exceptions made for configuration changes, error handling, or tag reprogramming situations.)</b></p> <p>EnvisionWare understands and complies with this requirement. The EnvisionWare RFID system connects directly into the Polaris Circulation Client. EnvisionWare believes that the best use of RFID for Polaris libraries is to integrate RFID in to the Polaris circulation instead of forcing staff to learn new 3rd party software. Your standard circulation client workflow will continue to be used. Staff will see very few changes in the workflow that is currently performed in the Polaris Check out and Check in process and it will be performed faster and easier with RFID.</p>	
14.	<p><b>The proposed system must allow configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
15.	<p><b>All transmitted data is secured via password protection or encryption, or some other means to prevent tampering. Please explain.</b></p> <p>EnvisionWare understands and complies with this requirement. With EnvisionWare's RFID integration into Polaris, data is transmitted directly from the RFID reader/pad to the Polaris Circulation Client and Polaris ExpressCheck software on the same computer.</p>	
16.	<p><b>All staff equipment provides clean and efficient cable management options.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
17.	<p><b>All staff station equipment comes with a minimum one (1) year warranty.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
18.	<p><b>Staff workstations are equipped to modify tags from one data model to another during normal check-in operations (on-the-fly).</b></p> <p>EnvisionWare understands and complies with this requirement under certain circumstances only. This function is not needed if the Library chooses to use the EnvisionWare Open Standard Danish Data Model. However, EnvisionWare will convert tag data on the fly when an ISO standard is ratified and approved if it is different from current open standards.</p>	
19.	<p><b>Existing staff workstations will require no or minimal modifications to incorporate RFID capability. Please describe the "least cost" options (equipment cost and installation cost) for adding RFID staff equipment at existing staff workstations</b></p> <p>EnvisionWare understands and complies with this requirement. It has been our experience that libraries that use EnvisionWare RFID equipment have not had the need to significantly change their staff desks to accommodate the EnvisionWare RFID hardware. Power cables and other wiring are passed through existing cabling orifices. In</p>	



	<p>most cases, the RFID antenna (pad antenna) is placed on the surface of the staff desk and does not require special mounting. Depending on the amount of metal content in the desk area, some libraries have been able to under-mount the antenna leaving the surface free for other uses. However, if the desk surface is made of or contains metal, EnvisionWare will recommend the use of the more expensive Unidirectional antenna. If staff stations are positioned closely to each other, the pad antennas may also require shielding to prevent radio interference with each other. Our standard kits include shielding and all the necessary accessories required for mounting.</p>	
20.	<p><b>Provider provides a list of staff station equipment recommended, including unit pricing for each different product.</b>          EnvisionWare understands and complies with this requirement. This information is contained in the pricing section of this response.</p>	

### **RFID Self Checkout Equipment**

The RFID Self Checkout equipment requirements are shown below and the columns on the right indicate whether the specific requirements are required or preferred.

1.	<p><b>Self check-out units reliably (99.9%) check in/out a minimum of 10 RFID tagged items simultaneously.</b>          EnvisionWare understands and complies with this requirement under optimal conditions. EnvisionWare would like the opportunity to explain this in person.</p>	
2.	<p><b>Self checkout equipment is capable of processing RFID tags or bar codes in the same circulation transaction. Provide a detailed public user scenario of a checkout session that includes some items that are RFID tagged and others that are only bar-coded.</b>          EnvisionWare understands and complies with this requirement. An example of this workflow, there may be some items that have not yet been converted to RFID that are still able to circulate with items that have already been converted. The patron can scan the barcode or place items on the pad and our system will process instantly.</p>	
3.	<p><b>Self checkout equipment can easily read library cards and material barcodes in a variety of formats (codabar and non-codabar) and locations on the item.</b>          EnvisionWare understands and complies with this requirement.</p>	
	<p><b>Self checkout supports multiple language interfaces. English plus Spanish must be provided at not extra cost to the library. Please specify how many languages the system can support and the costs for each additional language.</b>          While EnvisionWare provides a highly customizable HTML-based self service circulation system, EnvisionWare believes that the best self</p>	

	<p>service circulation system for Polaris users is the Polaris Expresscheck application made Polaris. Therefore, EnvisionWare proposes the use of the EnvisionWare RFID system in conjunction to the Polaris Expresscheck self service system. The EnvisionWare RFID system connects directly to the Polaris Expresscheck self service system. Therefore, this RFP request and other functions are performed in Polaris Expresscheck and NOT in the EnvisionWare RFID system.</p> <p>However, the functions are available in the EnvisionWare OneStop self service circulation system. OneStop support English, Spanish, French and various versions of Chinese.</p>	
4.	<p><b>Self checkout supports multiple language interfaces. English plus Spanish must be provided at not extra cost to the library. Please specify how many languages the system can support and the costs for each additional language.</b></p> <p>As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system which has been offered as an option.</p>	
5.	<p><b>The user interface shall employ a 17" touch screen with larger screens as an option</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
6.	<p><b>Screen layout, messages, and graphics can be customized by the library</b></p> <p>As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system.</p>	
7.	<p><b>Ability to use multiple patron card format such as barcodes, RFID tags, magnetic stripes, one cards, smart cards, biometrics, and/or mini key-cards</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
8.	<p><b>Self check equipment has an RFID read range of 8 inches minimum for book tags.</b></p> <p>EnvisionWare understands and complies with this requirement.</p>	
9.	<p><b>Software must support the option of using a PIN number for further patron identification</b></p> <p>As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system.</p>	
10.	<p><b>Software must provide the library the option to control the information available on the receipt.</b></p> <p>As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system.</p>	

11.	<p><b>The proposed system uses an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read up to 8 inches high with a book tag.</b>  EnvisionWare understands and complies with this requirement.</p>	
12.	<p><b>Each station must have a thermal receipt printer with an auto-cut feature. The receipt paper must be readily available.</b>  EnvisionWare can provide optional receipt printers if the library prefers.</p>	
13.	<p><b>Software must provide the option for the patron to not print a receipt.</b>  As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system.</p>	
14.	<p><b>Receipt header and footer must be easily customized by staff. If a different language has been chosen the header and footer must be customizable in that language.</b>  As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system.</p>	
15.	<p><b>All transmitted data is secured via password protection or encryption, or some other means to prevent tampering. Please explain.</b>  As answered above, this functionality would be provided by Polaris ExpressCheck.</p>	
16.	<p><b>All Self check equipment provides clean and efficient cable management options.</b>  EnvisionWare understands and complies with this requirement.</p>	
17.	<p><b>Ability to checkout multiple formats in a single transaction (such as CDs, videos, DVDs, mixed media kits, books, etc)</b>  EnvisionWare understands and complies with this requirement.</p>	
18.	<p><b>The screen will display the total number of items checked out so the patron may confirm no items have been missed</b>  As answered above, this functionality would be provided by Polaris ExpressCheck. However, the functions are available in the EnvisionWare OneStop self service circulation system.</p>	
19.	<p><b>Self Checkouts shall have a short range of no more than 14 inches so that nearby tags are not read unintentionally</b>  EnvisionWare understands and complies with this requirement.</p>	
20.	<p><b>Patrons can renew items on the station without having them present. The library must have the option of making this function unavailable to patrons.</b>  This feature is available in the Polaris ExpressCheck system.</p>	

## RFID Security System Equipment

The RFID Security System Equipment requirements/preferences are shown below.

1.	<p><b>No more than two security gates are required based on the information provided in the Relevant Outlet Information provided above</b>            EnvisionWare understands and complies with this requirement.</p>	
2.	<p><b>Security system supports standard TCP/IP network connectivity and 802.11n for wireless communication.</b>            EnvisionWare understands and complies with this requirement.</p>	
3.	<p><b>The security system can read tags on 25 tagged books and periodicals being carried through the security system with 99% accuracy.</b>            EnvisionWare understands and exceeds with this requirement under idea conditions.</p>	
4.	<p><b>Security system's false alarms do not exceed 1 per 1000 when 25 items are carried out by a customer at a time.</b>            While quality RFID is usually not measured by false alarm rates, we understand that the Library's objective is to eliminate false alarms. EnvisionWare specializes in successful RFID implementations. A properly installed and tuned system is able to operate with minimal to no false gate alarms.</p>	
5.	<p><b>The detection system is shielded from external interference from light fixtures, elevator motors, etc.</b>            Prior to installation, EnvisionWare will take electrical interference measurements and ensure that gates are installed in compliance.</p>	
6.	<p><b>Provider can provide architectural requirements (e.g. proximity to metal and electronics) that affect the gate efficiency</b>            EnvisionWare understands and complies with this requirement. Our RFID gates are built to be tuned to their environment so that they respond to tags in all orientations and heights. We understand that library architecture is an important consideration which is why we provide choices in packaging. Prior to installation, EnvisionWare will take electrical interference measurements and ensure that gates are installed in compliance.</p>	
7.	<p><b>Security system (e.g. gates) includes secured hardware that prevents physical tampering.</b>            EnvisionWare understands and complies with this requirement.</p>	
8.	<p><b>Security system provides offline transaction functionality (provides item security even when the Library's integrated library system or network is off-line or not functioning).</b>            EnvisionWare understands and complies with this requirement.            Envisionware RFID gate security system function independently of the</p>	

	<p>ILS or network. In this situation, the alarm will sound and display a message, but the title of the item that triggered the alarm will not be displayed without the ability to check the ILS for it. The barcode number is displayed at Branch Manager clients if the network is functioning but the ILS is not operational.</p>	
9.	<p><b>All transmitted data is secured via password protection or encryption or other means to prevent tampering.</b>  EnvisionWare understands this requirement. Data is transmitted via TCP/IP on the staff LAN which should normally be inaccessible to the general public.</p>	
10.	<p><b>The system offers multiple install options, including (but not necessarily limited to) direct mount w/ ADA compatible threshold plate, base plate (only minor floor modification required for installation), buried cables (recessed conduit under finished floor), and the dual aisle exit detection systems must create an opening of at least 36 inches.</b>  EnvisionWare understands and complies with this requirement. EnvisionWare's RFID gate detection system allows distance between the panels up to 39" but the optimal distance is 36" panel to panel. It also allows for floor mounting with base plate buried cables.</p>	
11.	<p><b>Provider's security system includes clean and efficient cable management options.</b>  EnvisionWare understands and complies with this requirement.</p>	
12.	<p><b>Provider security system equipment includes a minimum one (1) year warranty.</b>  EnvisionWare understands and complies with this requirement.</p>	
13.	<p><b>System is easy to turn off or disable, and when the unit is off (or disabled), it is not obvious to the customer.</b>  EnvisionWare understands and complies with this requirement.</p>	
14.	<p><b>Self-diagnostics will insure that the system is operating correctly.</b>  EnvisionWare understands and complies with this requirement. RFID gates are self-tuning and allow EnvisionWare support to remotely diagnose, and in most cases correct the problem before they are apparent to the patron.</p>	
15.	<p><b>The system has a centralized management interface and is able to issue visible and audible warnings</b>  EnvisionWare understands and complies with this requirement. The EnvisionWare security system triggers an audible and visible alarm, which, in turn, triggers an EnvisionWare Branch Manager alert at staff stations throughout the library. All components of EnvisionWare systems are centrally managed and can be remotely accessed at the EnvisionWare Support Center (with customer permission).</p>	

16.	<p><b>System provides specific information (e.g. title, format of item, barcode number) to staff workstations and/or portable devices about items triggering alarm.</b></p> <p>EnvisionWare understands and complies with this requirement. EnvisionWare RFID gates will alert by sounding an audible and visual indicators for items not properly checked out. In addition, using the optional EnvisionWare Branch Manager, the item ID will display an Instant Message-like pop-up at staff stations informing staff of the item titles that caused the alarm. EnvisionWare Branch Manager requires a SIP2 connection. Borrower information is not tracked; so privacy is assured. The LibraryPDA™ can also be used to see alerts.</p>	
17.	<p><b>Provider provides a listing of all necessary security system equipment required including the unit price of each item provided and the total.</b></p> <p>EnvisionWare understands and complies with this requirement. Pricing is provided in the Pricing Section of the RFP.</p>	

**Company, Service and Support Requirements**

The Company, Service and Support requirements/preferences are shown below.

1.	<p><b>Introductory train-the-trainer training shall be provided at no charge.</b></p> <p>EnvisionWare provides onsite training for all RFID installations. During the training process that is conducted, a staff member may be designated as the library staff trainer to train other staff members in the future. EnvisionWare does not limit the number of staff trained, just the number of sessions. Labor costs are never free from any vendor; they are sometime buried in other costs. We itemize all prices to show offers better control over present and future costs for the library.</p>	
2.	<p><b>Provider provides live phone support Monday through Friday, 9-5 PST.</b></p> <p>EnvisionWare understands and exceeds with this requirement. For all EnvisionWare RFID and Automated Materials Handling customers support is available around the clock with a live EnvisionWare technician.</p>	
3.	<p><b>Provider provides on-call support services 24/7 with a guaranteed response time of two hours.</b></p> <p>Envisionware understands and complies with this requirement. For all EnvisionWare RFID and Automated Materials Handling customers support is available 24 hours / 7 days a week.</p>	
4.	<p><b>Provider provides 24 hour or better turnaround for onsite support calls during business hours and 48 hour turnaround on the weekends.</b></p> <p>EnvisionWare responds to service requests within two hours and immediately acts upon the request. Onsite service is provided at no additional charge when the system is covered under EnvisionWare maintenance. EnvisionWare support department requests onsite</p>	

	assistance when problems cannot be resolved remotely. Our reputation for timely response speaks for itself and is a better measure than any written message.	
5.	<b>Provider does not partner or subcontract with another company for support.</b> EnvisionWare understands and complies with this requirement. Support is provided by EnvisionWare Support Engineers that are on EnvisionWare payroll.	
6.	<b>Provider will provide an optional yearly maintenance or service contract for all equipment provided.</b> EnvisionWare understands and complies with this requirement. The first year of warranty is included in the purchase price. The annual maintenance renewal amount is disclosed in the pricing negotiations.	
7.	<b>Maintenance/service agreement must be renewable on an annual basis.</b> EnvisionWare understands and complies with this requirement.	
8.	<b>Provider offers a 12-month 100% money-back performance guarantee on all equipment purchased and covered by 12-month warranty or service agreement.</b> EnvisionWare ensures total customer satisfaction. EnvisionWare offers a money-back purchase satisfaction guarantee for EnvisionWare hardware and software and non-custom items as stated in our EULA. Custom printed RFID tags, tags inserted in materials, installation costs and transport costs to the library for the initial installation of the equipment are not covered by the money-back guarantee.	

### **Delivery, Installation, Cost and Setup Requirements**

The Delivery, Installation, Cost and Setup requirements/preferences are shown below.

1.	<b>All units will be delivered, installed and fully functional based upon the Library's implementation schedule as agreed upon with Provider.</b> EnvisionWare understands and complies with this requirement. EnvisionWare Professional Services staff will design the implementation schedule with the library staff during the Planning Phase of the Installation process. A large staff and numerous regional centers assures the ability to meet your schedule.	
2.	<b>Provider will accommodate the Library's RFID implementation schedule as described above.</b> EnvisionWare understands and complies with this requirement.	
3.	<b>Provider will detail site requirements for all equipment no later than 30 days before delivery is scheduled.</b> EnvisionWare understands and complies with this requirement.	

4.	<b>Provider will arrange unpacking and placement of all equipment which it furnishes and removal of all debris generated by the installation of the equipment.</b> EnvisionWare understands and complies with this requirement.	
5.	<b>Provider will certify in writing when each installation is complete and ready for use by the public.</b> EnvisionWare understands and complies with this requirement.	
6.	<b>Provider provides a detailed project timetable for the staff workstation, self – checkout stations, and security system implementation.</b> EnvisionWare understands and complies with this requirement.	



## Installation

The Implementation Plan for the Carson City Library RFID project would be handled by one of our Senior Implementation Consultants (IC). The IC would be the primary liaison between EnvisionWare and the Carson City Library project team. The IC reports to the Assistant Director of Professional Services who in turn reports to the Executive Director, Scott Fothergill. Mr. Fothergill biography is located in the Executive Summary section of this response.

The IC coordinates with each group in the Company to develop the implementation and operations strategy. The IC will be in regular contact with the project team from Carson City Library to ensure that the installation goes as smoothly as possible.

General tasks will be completed in the process. The phases that make up the installation process are as follows: **Planning Phase►Installation Phase►Post Installation Phase**. Below are the tasks associated with each phase of the project.

### **Planning Phase**

1. Upon receipt of the order, an acknowledgement is sent to the library confirming the acceptance of the order.
2. The Assistant Director of the Professional Services team reviews the order and plan with the Sales Consultant. The assigned IC then contacts Carson City Library project leader to set a day and time for the kick off meeting to be held.
3. The initial meeting is used to develop the implementation strategy, define the goals, and set expectations of the communications throughout the term of the project. Key players are identified for both parties at this time.
4. A site survey is conducted at which time information is gathered that will affect the installation of the RFID components.
5. The gathered information is then assimilated into a compilation.
6. The EnvisionWare engineers begin to work on the creation of the detailed installation drawings of assemble guides for the RFID system.
7. We set a schedule for regular meetings. The schedule for these meetings is adapted to the pace of the project and the needs of that particular phase.
8. A Statement of Work is created and verified internally.
9. Our technical team established a list of acceptance criteria as part of the deliverables package.
10. The Documentation group creates a plan to develop training and other materials specific to the individual needs of the library.
11. The IC delivers relevant drawings, the summary of each meeting agenda results, and other information that will be required to install and maintain your library system.
12. If your project involves an on-site engineer for ongoing service, we will recruit for that position.
13. We obtain remote access to your ILS system to test and configure the EnvisionWare RFID integration module so that we can create technical materials with your settings to ensure that the system is ready for installation.
14. A phase launch meeting confirms drawings, acceptance, Statement of Work, and the schedule. This kicks off the **Installation Phase**.

### ***Installation Phase***

1. Installation of the system commences and continues as appropriate. It usually takes just one to two days to install the RFID system. We train upon installation of the system so that the staff is ready to adopt the product as soon as the system goes live.
2. Upon completion of all training, we collaborate with the library on the acceptance test process, in which we work together to ensure that all of the systems are operating to full specification.
3. We clean up the area that our team worked in. We also remain behind for at least one full day of operation in order to make sure that there are no last minute questions or issues. This concludes the Installation Phase and moves you to the ***Post Installation*** phase.

### ***Post Installation***

1. The Support Center takes over at this point to provide you with our world class 24x7 technical support. The Implementation Consultant schedules follow up calls to take place two weeks post install and then an additional call at four weeks post install.
2. The training group adds your system information to our training management system so that we can track your future needs and options for repeat training.
3. Someone from our Executive Team contacts you to ensure your complete satisfaction.
4. You remit the final payment for the project and then we stand by for the implementation of the next branch.

For Customers Implementation Responsibilities, we ask that the Library provide the required space, network connections, and power for each installed device. In cases where building modifications are require, the Library will be responsible for ensuring the modifications are completed prior to the scheduled installation time.

We ask that the Library provide a library technical staff person to provide administrative access and aid us in the resolution of any issues relating to the network connections, permissions, or other things over which we have no control. We ask that you allow remote access via the Central Management system we install as part of this product.

### **Training**

To achieve a successful RFID deployment at your library, we provide on-site training. It is essential for the success of the project. Using your own system will ensure that what is taught will be retained. We do not limit the number of people that attend the training sessions, but we do limit the number of sessions offered. With every on-site installation experience, we provide a quick refresher of key points, particularly emphasizing any unique facets of that branch's installation.

General staff training will cover all aspects of the assistance to the public in use of the self-service equipment; classroom instruction in use of the RFID equipment as a replacement or

adjunct to barcodes; instruction in the RFID-based inventor and in use of the Library PDA<sup>™</sup>; training in the operation of self-service check in for general staff followed by the training related to common troubleshooting steps or problem reporting techniques for staff; instruction focused on self-checkout/self-service plus on-site refreshers; one session for advanced RFID administrator training (full day); and one full day class for self-checkout/self-service implementation, modification, and support.

Following is a sample training course schedule. EnvisionWare creates custom training programs using the following template:

Day 1:

- RFID Readers – Hardware Installation & Configuration
- Conversion Software - Software Installation & Configuration
- Tag Conversion Process
  - Best Practices
  - Support & Troubleshooting
- RFID Conversion Station Types
  - EnvisionWare Mobile RFID Conversion Station
  - Desktop RFID Conversion Station
- RFID Circulation Software
  - RFID Link<sup>™</sup>
  - I-Link – Innovative Interfaces Customers
- RFID ILS Integration
- Support & Trouble Shooting

Day 2:

- Security Gates
  - Hardware Installation & Configuration
  - Installation Overview
  - Best Practices
- Branch Manager (if purchased)
  - Hardware Installation & Configuration
  - Installation Overview
  - Best Practices
- Inventory LibraryPDA<sup>™</sup>
  - Hardware Installation & Configuration
  - Installation Overview
  - Best Practices

- Support & Troubleshooting



Next Generation Self Service for Libraries

EnvisionWare, Inc.  
 2810 Premiere Parkway NW  
 Suite 350  
 Duluth GA 30097-8917  
 United States  
 800-216-8370  
<http://www.envisionware.com>  
 Tax ID # 58-2424595

## Quotation

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Date	4/1/2010
Estimate #	US-5777
Expires	6/30/2010
Exp. Order	6/30/2010
Project	
Sales Rep	Himes, John
Product Specialist	
Partner	71002 Polaris Library Sy...
Memo	RFID Staff-Self-checks-...
Terms	Net 30 Days
End User	
Maint. Expiration	1/31/2011

### Bill To

Sara Jones  
 Carson City Library  
 900 N Roop  
 Carson City NV 89701  
 United States

### Ship To

Sara Jones  
 Carson City Library  
 900 N Roop  
 Carson City NV 89701  
 United States

Item	Quant..	Description	Unit Price	Amount
RFID-READER-K IT-USB-U	4	ENVISIONWARE RFID READER KIT - Package includes: ** USB RFID Reader/Writer and RFID Antenna (Pad) ** Universal Power Brick with power cable and 6ft USB Cable ** The EnvisionWare RFID Reader Installation Accessory Kit: Shielding, cable ferrites and installation supplies ++ Requires EnvisionWare RFID Software Suite	1,095.00	4,380.00
RFID Software Suite	4	ENVISIONWARE UNIVERSAL SOFTWARE SUITE The fastest and most powerful and comprehensive RFID software solution available, the Universal RFID Module provides integration with circulation clients, encoding, and RFID-enabling of ILS-specific self service circulation stations. Included: ** EnvisionWare Conversion Module for standards-based tag encoding ** RFID Tag Query for tag verification and data validation ** Native integration with Polaris ILS Circulation Client ** Native integration with Polaris Express Check ** Integration with Millcirc using Item Status API ** Integration with III Express Lane using Item Status API ** Integration with TLC Circulation Client ** Integration with Horizon, Symphony, and Unicorn Circulation Clients ** Integration with Evergreen Circulation Client ** EnvisionWare Central Management Client	1,250.00	5,000.00
SUBTOTAL Items		SUBTOTAL for Items Above (Staff Stations)		9,380.00
RFID-READER-K IT-USB-U	5	ENVISIONWARE RFID READER KIT - Package includes: ** USB RFID Reader/Writer and RFID Antenna (Pad) ** Universal Power Brick with power cable and 6ft USB Cable ** The EnvisionWare RFID Reader Installation Accessory Kit: Shielding, cable ferrites and installation supplies ++ Requires EnvisionWare RFID Software Suite	1,095.00	5,475.00
SSC-OS-SW Bundle	5	ONESTOP SELF SERVICE CIRCULATION SOFTWARE BUNDLE ** OneStop* Self Service Circulation Software - the most powerful self service system for check out, check in, and	1,995.00	9,975.00



# Quotation

Page 2 of 2

Date  
Estimate #

4/1/2010  
US-5777

EnvisionWare, Inc.  
2810 Premiere Parkway NW  
Suite 350  
Duluth GA 30097-8917  
United States  
800-216-8370  
<http://www.envisionware.com>  
Tax ID # 58-2424595

Item	Quant...	Description	Unit Price	Amount
		the integration of other self service solutions including self service fine payment (optional). ** 100% customizable user interface using HTML. ** EnvisionWare Central Management Client ++ RECOMMENDED: AIO Desktop, AIO Kiosk ++ OPTIONS: EnvisionWare eCommerce Services * patent pending		
SSC-AIO/HR-U Desktop	5	ENVISIONWARE ALL-IN-ONE HR DESKTOP HARDWARE SYSTEM ** -All-In-One HR PC with Windows and 17" Touch Screen ** High speed Receipt Printer ** Linear Image Scanner ** Track2 Credit Card Swipe Reader -- OPTIONS -- ++ OneStop Self Service Circulation Software Bundle ++ EnvisionWare Circulation API for Polaris ExpressCheck Integration ++ EnvisionWare I-Link for III Express Lane Integration	2,995.00	14,975.00
SUBTOTAL Items		SUBTOTAL for Items Above (Self-Service Unit using EnvisionWare OneStop software)		30,425.00
RFID-GATES-U MS UltraT 2-Aisle	1	ENVISIONWARE MASTERSERIES ULTRA TRANSPARENT RFID GATES - 2-Aisles / 3-Pedestals / Reader / Multiplexer / Alarm Kit / Power Supply / US Cord. ** Industry's only 3D Library Gate - high accuracy, multi-dimension detection ** Near 100% Transparent Acrylic Glass blends with every decor ** Internal electronics with Automatic tuning ** 40 item/second performance; ** Visual and audible alarm indicators plus Ethernet integration to EnvisionWare Branch Manager ** 30in W x 67in H x 3.1in D (760mm W x 1700mm H x 80mm D) ** EN 300 330/FCC Part 15/EN 301 489/EN 60950/UL 1950 150lbs (68kg) ++ OPTIONS: EnvisionWare Branch Manager	11,206.00	11,206.00
SUBTOTAL Items		SUBTOTAL for Items Above (gates)		11,206.00

**Total** \$51,011.00

All sales subject to the standard EULA and Product Warranty provided with your products. This offer is not valid after the expiration date. Thank you for your interest in EnvisionWare products and services.



Next Generation Self Service for Libraries

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## Quotation

Date 4/1/2010  
 Estimate # US-5779  
 Expires 6/30/2010  
 Exp. Order 6/30/2010  
 Project  
 Sales Rep Himes, John  
 Product Specialist  
 Partner 71002 Polaris Library Sy...  
 Memo RFID Tags  
 Terms Net 30 Days  
 End User  
 Maint. Expiration 1/31/2011

### Bill To

Sara Jones  
 Carson City Library  
 900 N Roop  
 Carson City NV 89701  
 United States

### Ship To

Sara Jones  
 Carson City Library  
 900 N Roop  
 Carson City NV 89701  
 United States

Item	Quant...	Description	Unit Price	Amount
RFID-TAG-U AL Advanced Media Tag	4000	RFID TAG [ADVANCED MEDIA TAG (AMT)] - Long Range Extended Media Tag - Antenna: 113 mm/4.44 inches; SLI 1024 bit; Printable siliconized paper; Lifetime Warranty* The ultimate media protection solution. **Must be ordered in increments of 2,000**	0.89	3,560.00
RFID-TAG-U AL Media Hub	4000	RFID TAG [MEDIA-ROUND] - Extended Range Media Hub - Antenna: 33 mm/1.3 inches; SLI 1024 bit; Printable paper face; Enhanced Aluminum Antenna design. Lifetime Warranty* **Must be ordered in increments of 2,000**	0.29	1,160.00
RFID-TAG-U AL Rectangular Gen2	100000	RFID TAG - GEN2 RECTANGULAR - Enhanced Read Rectangular - Antenna: 45x76 mm/1.77x2.99 inches; SLI 1024 bit; Printable paper face; Enhanced Aluminum Antenna design. Lifetime Warranty* **Must be ordered in increments of 1,500**	0.255	25,500.00
RFID-TAG-U Print (Setup)	1	ENVISIONWARE RFID TAG ARTWORK SETUP SERVICE - Create tag-appropriate artwork using customer-provided logo/text/artwork for use in printing RFID tags. A proof will be created for your approval. One Setup charge per unique design. Please note that rectangular tags are applied in PORTRAIT orientation. Artwork should be submitted in consideration of a vertical application -- the graphic designer will convert your artwork to this standard. [ Submit artwork to graphics@envisionware.com. ]	495.00	495.00
RFID-TAG-U Print (B/W)	1	ENVISIONWARE RFID TAG PRINTING SERVICE - Quality, on-demand printing of customer logo/text on EnvisionWare Araphyde RFID tags. First order or change of artwork requires RFID-TAG [US] Print (Setup)	0.04	0.04
SUBTOTAL Items		SUBTOTAL for Items Above		30,715.04

**Total \$30,715.04**

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### Ship To

Sara Jones  
 Carson City Library  
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Item	Quant..	Description	Unit Price	Amount
PS-EXPPF-U 1st Day	1	ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - First of Every Five Days Onsite. No partial days.	975.00	975.00
PS-EXPPF-U Additional Day	1	ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - Additional Days After First. Maximum (4) additional days before an additional First day is required.	250.00	250.00
PS-PM-TK-U Project Management	1	ENVISIONWARE TURNKEY PROFESSIONAL SERVICES ** Consultation and Project Planning ** Implementation/Installation Services ** Training ** Post Installation Review ** An EnvisionWare Implementation Consultant will be assigned to manage and implement your project from start to finish and includes pre-installation consultation, project planning, product installation and training, and post installation review as mutually agreed. You will receive documentation and progress reports throughout the process. ** A turnkey project is an indication that you have accepted our calculations for a complete installation. EnvisionWare will assume the responsibility for delivering according to customer expectations defined in a Scope of Work that will be developed collaboratively with your staff. You remain responsible for providing timely access, environmental issues, and for ensuring that your resources including systems are virus free and in complete working order. ++ This price does not include any of the fixed travel cost items when onsite services are requested.	3,120.00	3,120.00
SUBTOTAL Items		SUBTOTAL for Items Above (2 day tag training and kick-off)		4,345.00
PS-EXPPF-U 1st Day	1	ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - First of Every Five Days Onsite. No partial days.	975.00	975.00
PS-EXPPF-U Additional Day	1	ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - Additional Days After First. Maximum	250.00	250.00





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Item	Quant...	Description	Unit Price	Amount
PS-PM-TK-U Project Management	1	(4) additional days before an additional First day is required. ENVISIONWARE TURNKEY PROFESSIONAL SERVICES ** Consultation and Project Planning ** Implementation/Installation Services ** Training ** Post Installation Review ** An EnvisionWare Implementation Consultant will be assigned to manage and implement your project from start to finish and includes pre-installation consultation, project planning, product installation and training, and post installation review as mutually agreed. You will receive documentation and progress reports throughout the process. ** A turnkey project is an indication that you have accepted our calculations for a complete installation. EnvisionWare will assume the responsibility for delivering according to customer expectations defined in a Scope of Work that will be developed collaboratively with your staff. You remain responsible for providing timely access, environmental issues, and for ensuring that your resources including systems are virus free and in complete working order. ++ This price does not include any of the fixed travel cost items when onsite services are requested.	4,485.00	4,485.00
<b>SUBTOTAL Items</b>		<b>SUBTOTAL for Items Above (on-site Installation of system)</b>		<b>5,710.00</b>

**Total \$10,055.00**