

**City of Carson City
Agenda Report**

Date Submitted: December 2, 2011

Agenda Date Requested: December 15, 2011

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Contract No. 1112-141 is a sole source purchase for 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, and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1112-141 a request to purchase and install a Library BranchAnywhere Unit from Evanced Solutions, Inc. for a not to exceed cost of \$134,400.00 to be funded from the B & G Club Branch Grant Fund Account as provided in FY 2011/2012. *(Kim Belt)*

Staff Summary: Carson City Library has received a 2011 LSTA Grant from the Nevada State Library & Archives in order to create an automated Carson City Branch Library at the Boys and Girls Club. Carson City in partnership with the Boys and Girls Club is hoping to provide currently underserved patrons with access to popular books and audiovisual materials that may otherwise not have access to relevant, current library materials.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to determine that Contract No. 1112-141 is a sole source purchase for 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, and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1112-141 a request to purchase and install a Library BranchAnywhere Unit from Evanced Solutions, Inc. for a not to exceed cost of \$134,400.00 to be funded from the B & G Club Branch Grant Fund Account as provided in FY 2011/2012. *(Kim Belt)*

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (a) and (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:

- (a) Items which may only be contracted from a sole source;
- (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: \$134,400.00

Explanation of Impact: Decrease in below referenced account in the amount of \$134,400.00.

Funding Source: 2011-33 B & G Club Branch Grant Account- 275-6200-455-77-93 as provided in FY 2011/2012.

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract, Exhibit A, Exhibit B and Sole Source Letter.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: *Sara Jones* Date: 12/16/11
(Library)
[Signature] Date: 12/16/11
(City Manager)
[Signature] Date: 12/16/11
(District Attorney)
[Signature] Date: 12/16/11
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

THIS CONTRACT, made and entered into this 15th day of December, 2011, 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 Evanced Solutions, Inc. hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Manager 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. 1112-141 Purchase and Installation of Evanced Solutions BranchAnywhere Unit** 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 December 15, 2011 subject to Carson City Board of Supervisors' approval (anticipated to be December 15, 2011) to December 16, 2013, 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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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:

Robert Cullin, CSO
Evanced Solutions, Inc.
7830 Rockville Road, Suite C
Indianapolis, IN 46214
317-275-2702
rcullin@evancedsolutions.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

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

4.2 **CONTRACTOR** shall abide by the provisions set forth in **Exhibit B, "LSTA Grant Application"** attached hereto and incorporated herein by reference.

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

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

4.5 **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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

CONTRACTOR shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

4.6 **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**.

4.7 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 time and materials and the attached fee schedule for a not to exceed maximum amount of One Hundred Thirty Four Thousand, Four Hundred Dollars and No Cents (\$134,400.00).

5.1 Payment for equipment is due upon delivery and the balance due upon completion of mechanical installation.

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, 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 **SERVICES**.

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

5.4 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.

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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 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, 2012, 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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

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**, showing that machine operational issues will be addressed or all action possible to put fixes into motion will be completed within fifteen (15) calendar days, satisfactory to the aggrieved party.

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:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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 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:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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

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 subjection 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**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

13 INSURANCE REQUIREMENTS:

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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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.

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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.

20 **SEVERABILITY:**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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:

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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 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:

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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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. 1112-141
Purchase and Installation of Evanced Solutions BranchAnywhere Unit

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: Kim Belt
Purchasing and Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: 
Kim Belt

DATED 12/6/11

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 12/6/11

CITY'S ORIGINATING DEPARTMENT

BY: Sara Jones, Director
Carson City Library
900 N. Roop Street
Carson City, NV 89701
Telephone: 775-887-2244
Fax: 775-887-2173
SJones@carson.org

By: 
Sara Jones

DATED 12/6/11

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

Purchase and Installation of Evanced Solutions BranchAnywhere Unit

Robert Cullin 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: Robert Cullin

TITLE: CSO

FIRM: Evance Solutions, Inc.


CARSON CITY BUSINESS LICENSE #: 11-

Address: 7830 Rockville Road, Suite C

City: Indianapolis **State:** IN **Zip Code:** 46214

Telephone: 317-275-2702

E-mail Address: rcullin@evancedsolutions.com

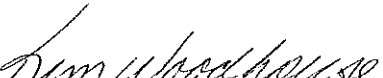


(Signature of **CONTRACTOR**)

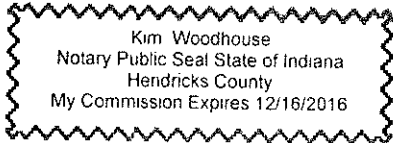
DATED 12/5/2011

STATE OF INDIANA)
) **ss**
County of MARION)

Signed and sworn (or affirmed) before me on this 5th day of DECEMBER, 2011,
by Rob S. CULLIN


(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-141

**Purchase and Installation of Evanced Solutions BranchAnywhere Unit
SAMPLE INVOICE**

Invoice Number: _____
 Invoice Date: _____
 Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Library
 Attn: Tammy Westergard
 777 S. Stewart St.
 Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

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. 1112-141
Purchase and Installation of Evanced Solutions BranchAnywhere Unit
CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 15, 2011, approved the acceptance of **CONTRACT No. 1112-141 Purchase and Installation of Evanced Solutions BranchAnywhere Unit**. 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 15th day of December, 2011.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 15th day of December, 2011.

EQUIPMENT TERMS

1. **Sale of Equipment.** Evanced Solutions, Inc. (hereinafter Company) hereby sells to Carson City (hereinafter Buyer) and Buyer hereby purchases from Company the equipment described on **page 5** attached hereto and incorporated herein, and licenses the software contained therein (hereinafter "Equipment"). Such Equipment shall be shipped FOB Installation Site (as hereinafter defined in Paragraph 6), freight pre-paid and absorbed by Company but reimbursed to Company at cost by Buyer not to exceed twenty nine hundred dollars (\$2,900.00).

2. **Purchase Price.** Buyer shall pay to Company for the Equipment and for all obligations specified herein, as full and complete consideration therefore, the sum of One Hundred and Thirty Thousand Dollars (\$130,000.00) (hereinafter "Purchase Price").

3. **Payment.** Payment of the Purchase Price shall be made by Buyer to Company in accordance with the following schedule:

- A. \$100,000.00 initial payment
- B. \$30,000.00 plus shipping and reasonable installer travel expenses (at cost) upon operational acceptance by Buyer.
- C. An additional not to exceed amount of \$1,500.00 for reasonable travel expenses.

Buyer may not reject the Equipment unless the Equipment fails to meet the specifications identified on page 7 (as defined below). In the event that the Equipment fails to meet the specifications identified on page 7, Buyer agrees to give Company notice in writing and cooperate with Company's efforts to correct any deficiency. Should Company be unable or unwilling to correct such deficiency, Company shall arrange for shipment of the Equipment back to Company and shall refund all prior payments made by Buyer. Risk of loss during transit shall remain with Company.

4. **Site Evaluation.** Prior to the installation of Equipment at Buyer's site, Company agrees to assist Buyer with site preparation studies, which shall include, but not be limited to, power, air conditioning, and operational considerations with respect to the Equipment. Company's personnel shall coordinate their activities with and avoid interference with Buyer's employees and construction contractors working to prepare the Installation Site (as hereinafter defined) for receipt of the Equipment. Notwithstanding the foregoing, any expense related to site preparation studies will be the responsibility of Buyer.

5. **Site Preparation.** Buyer shall be responsible for preparing a site suitable for the installation and operation of the Equipment (hereinafter "Installation Site").

6. **Delivery.** Delivery of the Equipment to Buyer by Company, shall be made no later than TBD (hereinafter "Delivery Date"). The Equipment shall be packaged appropriately. Buyer

EQUIPMENT TERMS

must be able to identify easily all items of the Equipment contained within each carton. Delivery of the Equipment in an undamaged condition to Buyer's Installation Site shall constitute "Delivery" to Buyer. Risk of loss during transit shall remain with Company.

A packing slip indicating each item and item quantity shipped shall accompany every shipment. The packing list shall be attached to the exterior of one of the containers in each shipment in a conspicuous manner.

7. **Installation.** Company shall install the Equipment at the Installation Site in accordance with the installation schedule set forth on page 6 attached hereto and incorporated herein (the "Installation Schedule"), and connect the same to the safety switches or electrical outlets to be provided and installed by Buyer, at Buyer's cost.

Prior to installation, Buyer shall obtain all permits and licenses required by Federal, State, or local authorities in connection with the delivery, installation and use of the Equipment.

8. **Testing and Certification.** Upon completion of installation of the Equipment, Company shall perform prescribed tests to determine that the Equipment is operating in conformance with Company's published performance specifications for the Equipment and any other requirements agreed to by the parties (hereinafter "Specifications"), a copy of which are attached hereto and incorporated herein on page 7. When Company is satisfied that the Equipment is operating in conformance with the Specifications, Company shall produce, document and present to Buyer operational verification data (hereinafter "Equipment Turnover").

9. **Acceptance.** "Acceptance" of the Equipment shall be deemed to occur on the date when, in the reasonable opinion of Buyer, the Equipment conforms to the Specifications, and has continuously operated in compliance with the Specifications for thirty (30) days after Equipment Turnover.

10. **Training.** Prior to Acceptance of the Equipment or at such other time as the parties may mutually agree, Company shall provide, at no cost to Buyer, training in operation of the Equipment for employees designated by Buyer. Such training is described on page 8 attached hereto and incorporated herein.

11. **Software.** Company hereby grants to Buyer a LIMITED, NONEXCLUSIVE, TRANSFERABLE LICENSE and/or SUBLICENSE (hereinafter "License") to use the software installed on equipment in connection with the sale of Equipment.

A. **License Fee.** Any charge for the License is included in the Purchase Price set forth in Paragraph 2 of this Agreement.

B. **Updates.** During the Warranty Period, or for as long as Buyer purchases any maintenance support services from Company, Company shall provide to Buyer, without additional charge, any and all routine Software changes and updates intended to provide general

EQUIPMENT TERMS

improvements to the performance of the Equipment that are announced by Company or that are required to comply with applicable federal statutes and regulations.

C. **Term.** This License shall commence upon delivery of the Equipment to the Buyer and shall continue for as long as Buyer retains full legal right and title to operate the Equipment.

12. **Equipment Warranty.** The warranty provided to Buyer by Company with respect to the Equipment is set forth on page 9 attached hereto and incorporated herein. The warranty period shall commence upon Acceptance of the Equipment.

13. **Patents and Copyrights.** Company warrants that it owns the Equipment, Software, and Documentation and that it has the rights in the Equipment, Software and Documentation granted hereby. Company further warrants that the Equipment, Software and Documentation shall be delivered free of any rightful claim of any third party for infringement of any United States patent, copyright, trade secret, or other intellectual property right. Company shall indemnify and hold harmless Buyer and its subsidiaries or affiliates under its control, and their trustees, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that Buyer's use or possession of the Equipment, Software or Documentation pursuant to and for the purposes set forth in this Agreement, or the license granted hereunder, infringes or violates any United States patent, copyright, trade secret, or other proprietary right of any third party. Company shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Buyer gives Company notice, in writing of any such claim of which it learns. No such settlement which prevents Buyer from continuing to use the Equipment and Software as provided herein shall be made without the Buyer's prior written consent. In all events, Buyer shall, at its own cost and expense, have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. In case the Equipment, Software or Documentation, or any part thereof, are held to constitute such an infringement and the use for the purpose intended of said Equipment or Software is enjoined, then Company shall, at Company's option, and at Company's expense, either procure for Buyer the right to continue using same, or replace same with a non-infringing Equipment, or modify same so it becomes non-infringing, or remove the Equipment and refund the total purchase price for the Equipment.

14. **Recall of Equipment.** If recall or modification of any of the Equipment listed on page 5 is voluntarily recommended or required by the Company, Company shall, at its sole cost and expense, immediately notify Buyer in writing of such recall or modification; remove, package, and ship to Company's plant the affected Equipment; and at no additional charge to Buyer replace such Equipment with Company Equipment which have been evaluated and accepted by Buyer as clinically comparable.

15. **Survival.** The representations and warranties contained in Paragraphs 14, 15 and 18 shall survive termination of this Agreement.

EQUIPMENT TERMS

16. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

17. New Equipment. Company shall advise Buyer, through its Sales or Purchasing Department of any new Equipment that is similar to the Equipment covered by this Agreement that Company develops and/or receives appropriate regulatory approval to market during the term of this Agreement.

18. Parts. For a 5 year period from the date hereof, Company agrees to make available and sell to Buyer such parts as to maintain the Equipment in good working order and to offer a maintenance program.

EQUIPMENT TERMS
Description of Equipment

<u>QUANTITY</u>	<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	BranchAnywhere Gen 1	Automated Materials Vending Machine	\$130,000.00

EQUIPMENT TERMS
Installation Schedule

Company shall be responsible to install the Equipment only when Buyer has properly prepared the site at Buyer's sole expense. Buyer shall be responsible for having the site fully ready to receive the Equipment on the estimated delivery date.

EQUIPMENT TERMS

Training

If applicable and necessary, training on the use and operation of the Equipment and related disposables will be provided at a mutually agreeable time at the request of Buyer. Training will be conducted at Buyer's location, and the training, as well as any written materials distributed by Company, shall be provided to Buyer at no additional cost.

EQUIPMENT TERMS**Equipment Warranty**

For a two (2) year period from date of Acceptance (the "Warranty Period"), Company warrants that the Equipment provided to Buyer pursuant to this Agreement shall be free from defects in material, manufacturing workmanship, and title, and that the Equipment will operate in conformance with the Specifications set forth on page 7 and will operate as described in all marketing and advertising materials provided to Buyer (the "Warranty"). The Warranty also shall apply to any replacement part or to any Enhancement. Further, Company warrants that all service repairs shall be free from defects in materials and workmanship for the greater of (i) the balance of the Warranty Period or (ii) ninety (90) days after the date the repair is completed.

To enable Company to properly administer the Warranty, Buyer shall (i) promptly notify Company of any claim hereunder, and (ii) provide Company with the opportunity to inspect and test parts claimed by Buyer to be defective.

Defective Parts will be shipped by Buyer to Company's Technical Service Center under Company's Loaner program. Under this program Buyer will inform Company of defective Parts in order to have a "Loaner" piece of equipment shipped to Buyer within seventy two (72) hours of such notification (assuming part is in stock). Buyer will have full use of the Loaner equipment until defective Equipment has been repaired or replaced and received by Buyer.

If during the Warranty Period and after trouble-shooting assistance from Company, if onsite repair service is necessary to restore operation, warranty service will be available from Company, free of charge, on an appointment basis, Monday through Friday, 8:00 a.m. to 5:00 p.m. This onsite service will be scheduled as promptly as reasonably possible but at least within 5 business days, from determination that onsite service is necessary.



Solutions for 21st century libraries

Evanced
SOLUTIONS

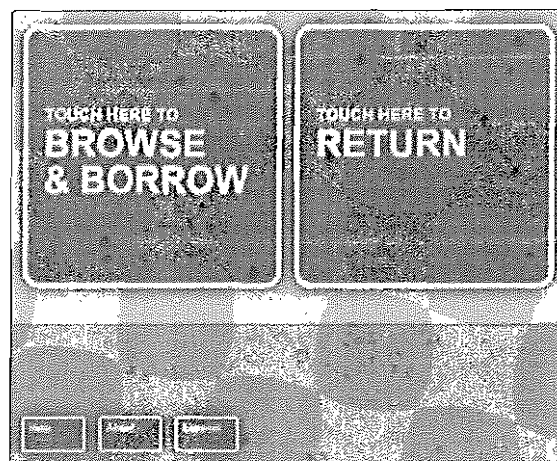
BranchAnywhere

An Automated Library Machine Specializing in Popular Books and Audiovisual Materials

BranchAnywhere provides your patrons access to hundreds of popular books and audiovisual materials anytime, almost anywhere. It promises to do for libraries what the ATM did for banks. BranchAnywhere opens up a new level of access and convenience for library patrons, not to mention new ways for libraries to engage and connect with communities.

A secure automated library machine, BranchAnywhere stores the collection, handles loans, accepts returns and performs basic administration. Accessed 24/7 using a regular library card.

- No staffing required
- Secure, compact size
- Low operational cost
- Uses RFID tags (only for items used in machine)
- Connects and integrates with your ILS system



How BranchAnywhere Works

Check Out

Users select "Browse & Borrow" and use the touch screen to search and select the desired item (book or A/V). They then scan their library card which is checked against the library's management system via SIP2. If the user is eligible for borrowing, the item is dispensed and options for a receipt are presented.

Returns

Returning the item is just as easy. Users scan their library card and then place the item into the return mechanism. The machine checks the item for correct placement and scans the RFID tag to ensure the item is correct then returns the item to the shelf. A receipt option is once again presented to the user for confirmation of the return.

CONTACT US FOR MORE INFORMATION:

317-352-2188 or sales@evancedsolutions.com

BranchAnywhere Brings Your Library To The Community

With BranchAnywhere, you can provide library services 24 hours a day, all year long, in just about any location inside or outside your library building. The possibilities are virtually endless.

- Shopping areas
- Schools
- Hospitals
- Offices
- Residential
- Airports
- Community Centers
- Transit Stations

SIMPLE, EASY TO USE INTERFACE

Installation Options

- Freestanding kiosk
- Fixed in wall

Capacity

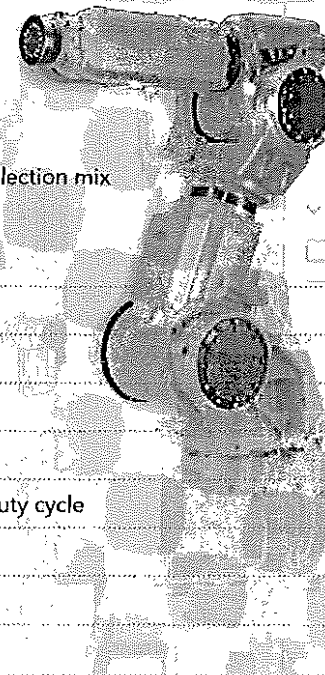
- 250-500 items in base configuration depending on collection mix

Standard Features

- 17" touch-screen monitor
- Library card reader
- RFID reader
- ADA compliant
- Industrial robot rated for 50,000 hours of continuous duty cycle
- Shock resistant structure
- Fully customizable exterior
- Thermal receipt printer

Optional Features

- Option additional large LCD screen for digital signage and advertising
- Expansion bays add additional item storage



CONTACT US FOR MORE INFORMATION: SALES@EVANCEDSOLUTIONS.COM

Evanced Solutions for 21st century librariesSM



7830 Rockville Road, Suite C, Indianapolis, IN 46214 / Office 317-352-2188
Toll Free 888-519-5770 / www.evancedsolutions.com / www.evanced.blogspot.com



(Rev 9-08)

Nevada State Library and Archives

INNOVATION - LSTA APPLICATION - 2011

EXHIBIT B



A. Cover Sheet	
1. Applicant Library Name Carson City Library	2. Principal Contact Person for this Grant Tammy Westergard
3. Address – Street, P.O. Box, Route 900 North Roop Street	4. Telephone Area/Number (775) 887-2244x1008
5. City, State, Zip Carson City, Nevada 89701	6. E-mail address twestergard@carson.org
7. Library Director/Administrator Sara Jones	8. Telephone Area/Number (775) 887-2244x1007
9. Address, Street, City, State, Zip 900 North Roop Street	
10. Brief Project Title – descriptive of the project Boys and Girls Club Automated Carson City Branch Library	
11. Federal LSTA funds requested \$100,000	12. Required match \$50,000
13. Total amount of grant \$161,304	14. Estimated number of people directly served by this project 3,612
B. INNOVATION ABSTRACT Give concise description of the project. What difference will this project make to improve behaviors, knowledge, skills, attitudes, life condition or status related to the identified need and why? Briefly summarize key proposed services. Limit text to the space below.	
<p>The Boys and Girls Club of Western Nevada is a new partner with the Carson City Library. The purpose of the Boys and Girls Club Automated Carson City Branch Library will provide currently underserved patrons with access to popular books and audiovisual materials who otherwise would not have access to relevant, current public library materials.</p> <p>Powered by an industrial multi-axis robot, it is a secure automated library machine that stores the collection, handles loans, accepts returns, performs basic administration, and connects via SIP2 to the most common automated library systems. One of many design features, the security glass allows the front third of the machine's collection to be visible in addition to watching the robot in action. This project compliments the Carson City library radio frequency identification system (RFID) installation supported by FY10 LSTA funds.</p> <p>Boys and Girls Club Automated Carson City Branch Library will provide Carson City area students, parents and club staff (holding a library card) one stop access to books and audiovisual materials and resources to improve educational attainment in our community. While many area students and parents have access to library resources from the Roop Street library, still many within the community do not.</p> <p>The Boys and Girls Club Automated Carson City Branch Library collection will be specially customized to support the learning and information needs of the Boys and Girls Club members, families and staff.</p> <p>The automated branch will be built and packaged in a user friendly, ADA compliant, secure automated library machine. BranchAnywhere is an American-made product by Evanced Solutions. 500 items in a freestanding kiosk will offer a 17" touch-screen monitor, library card reader, RFID reader, an industrial robot arm rated for 50,000 hours of continuous duty, a shock resistant structure, a customized exterior and a thermal receipt printer.</p> <p>The customized collection will include materials requested by area schools as well as materials related to childcare and child development, family issues and holistic health resources.</p>	

C. Describe the need or opportunity. (1 page maximum). Include a brief description of the target audience.

The primary target population is the 2,062 members (youth age 7 – 18) of the Boys and Girls Club of Western Nevada, representing nearly 33% of the Carson City School District total population. The secondary target population is the 1,500 primary caregivers (53% single parents) of the members and the 50 member staff of the Boys and Girls Club of Western Nevada. The primary population of the grant will be Boys and Girls Club members who have very limited library book or audiovisual resources available onsite. The club is open all year for members, including most school holidays, vacations, and track breaks. Hours are from the time school releases until 6:30 p.m. Monday – Friday, summer hours are 7:00 a.m. – 6:30 p.m. Monday – Friday.

The Boys and Girls Club of Western Nevada purchased 17 acres in Carson City and last year opened a new 12,600 square foot facility at 1870 Russell Way. The Boys and Girls Club of Western Nevada bridges the gap between school and home. As a youth-serving organization they serve as partners to both teachers and parents by providing programs that bolster school work. The Boys and Girls Club Automated Carson City Branch Library seeks to ensure club members are well supported with library materials and therefore academically more successful.

The Club's membership is comprised of 67% children from low-to-moderate income families (29% at 50-80% of area median income, 21% at 30-50% of area median income, and 17% at below 30% of area median income as documented by Club membership applications on which income and family size information is reported). Because low-to-moderate income youth have less access to library materials available at the local library, the goal is to achieve a measurable increase in the number of area youth who have access to books and audiovisual materials regardless of their ability to get to the library. Specifically, the goal is that 100% of the club's members, parents, care-givers and staff will have a Carson City library card and at least 75% will borrow materials. Further, 75% of the collection will be customized to suit club member school subject needs and 25% customized to suit caregiver and staff self-study, with materials related to childcare and child development, family issues and holistic health issues. These resources will meet the requests of the secondary target population.

People in a learning society need libraries throughout their lives and public support of libraries is an investment in people and communities. These relationships improve educational program delivery and provide youth better access to support in their quests for information, knowledge, learning and ultimately career path selection and successful job placement. The project is based on the premise that cooperative relationships between the two separate institutional settings are essential ingredients in implementing increased achievement for local students.

In collaboration with schools and agencies serving hard-to-reach youth, by providing books and other materials The Boys and Girls Club Automated Carson City Branch Library will provide opportunities for staff to develop programming to practice reading and communication skills through reading programs, "lap-sit" programs, storytimes, book discussion clubs, contests, peer tutoring, and book and music reviews to share with peers. Within the new facility, that now provides safe, welcoming places for members to gather with friends; library resources will be enjoyed together or enjoyed alone allowing members to pursue personal interests. The automated branch helps students learn basic information searching skills and exposes members to technology and the wonders of robotics; this supports national science, technology, engineering and mathematics (STEM) curriculum goals.

The Carson City Library and Boys and Girls Club of Western Nevada would be the first such partnership nationwide to test the dynamics of an automated branch within a Boys and Girls Club of America, of which there are 7,000 nationwide. This would be beneficial in helping other clubs and libraries determine if such partnerships would be helpful to them, especially related to the added benefits of customizing and focusing the collection.

All students are in need of a multitude of places to learn 21st Century skills. It is the job of educational institutions to help students make sense of information by locating, evaluating and using it to solve problems and satisfy personal curiosity the Boys and Girls Club Automated Carson City Branch Library seeks to make that possible in light of budget cuts and diminishing resources, while an automated library "arm" certainly is no replacement for the guidance of a librarian, certainly a customized collection that, on some levels, imparts resources aimed at training the trainers, surely this project can go a long way toward reaching every child within our community, most especially those who have little opportunity outside of school and time spent at the "club," with books and audiovisual materials and the ripple of benefits that comes with them.

D. Describe the implementation of the project. Use the timeline form in conjunction with this description.
(Maximum – 2 written pages plus the timeline)

December, 2010 – January, 2010 finish on site visit to ensure all Boys and Girls Club members, parents and care givers and staff have library cards. As of grant writing (12/1/10) club is about 45% complete.

Grant Award – April- May 2011

Create team

- Team for grant deployment to include teachers from all disciplines, Boys and Girls Club of Western Nevada members from each age group, Boys and Girls Club of Western Nevada member caregivers, parents and staff and Carson City librarians.

May – July 2011

Buy equipment and resources

- BranchAnywhere
- Collection

August – September 2011

Install & Debut BranchAnywhere

- Debut The Boys and Girls Club Automated Carson City Branch Library during welcome school year 2011 weeks

Take benchmark surveys

- Take intake survey at first use of BranchAnywhere among members, parents/caregivers, club staff and teachers
- Note circulation counts each month for use of BranchAnywhere

August 2011 – August 2012

Manage The Boys and Girls Club Automated Carson City Branch Library (team)

Promote and expand use of

- Special customized collections for each target group

August 2012

Collect project end surveys and compare data

- Surveys
- Circulation counts

Write final reports

Make plans for continued collaboration and sustainability (costs of maintenance and repair/collections)

EXHIBIT B

Timeline

MONTHS	12/10-8/12	4/11	5/11	6-7/11	8/11	10/11	11/11	12/11	1/12	2-3/12	4/11	5-6/11
ACTIVITIES:												
1. ensure all BGGCWN members, caregivers, parents and staff have library card.												
Create team of librarian's teachers, members, parents and staff												
Buy equipment and resources												
Install & Debut BranchAnywhere												
Take benchmark surveys												
Manage The Boys and Girls Club Automated Carson City Branch Library (team)												
Promote and expand use of special customized collections for each target group												
Collect project end surveys and compare data												
Write final reports												
Make plans for continued collaboration and sustainability (costs of maintenance and repair/collections)												

Instructions: List activities described in the implementation section. Check off month(s) in which each activity will take place or use an arrow to indicate on-going activities for sequential months. If more space is needed, use copies of this form. This timeline is a sample—you may use your own design.

E. What are the benefits/changes for the target audience?

The primary target population is the 2,062 members (youth age 7 – 18) of the Boys and Girls Club of Western Nevada. The secondary target population is the 1,500 primary caregivers (53% single parents) of the members and the 50 member staff of the Boys and Girls Club of Western Nevada.

The benefits and changes for this population will be significant. The Library Services and Technology Act clearly states libraries are responsible to promote improvements in library services in all types of libraries in order to better serve the people of the United States; to facilitate access to resources in all types of libraries for the purposes of cultivating an educated and informed citizenry; and to encourage resource sharing among all types of libraries for the purposes of achieving economical and efficient delivery of library services to the public.

The Boys and Girls Club Automated Carson City Branch Library promotes the improvement of library services in a new and innovative branch library. Educational synergies and curriculum enhancement from the automation alone focuses attention on the wonder of science, technology, engineering and mathematics (STEM fields). The RFID combined with robotics displays more than a Harry Potter spell.

October 19, 2010 at the 21st meeting of the National Museum and Library Services Board leaders met to discuss important perspectives on work at the federal level to coordinate STEM efforts, the growing body of research that supports informal science learning and the need for strong leadership in community organizations to leverage library resources

A report released in September by the President's Council of Advisors on Science and Technology notes that, "the problem is not just a lack of *proficiency* among American students; there is also a lack of *interest* in STEM fields among many students." The report offers a series of recommendations including a call to "create opportunities for inspiration through individual and group experiences outside the classroom."

F. List elements of the library's master plan or needs assessment that support this project.

This project addresses three goals of the Nevada State plan:

- 1) Convenient access to current reliable information through effective resources.
- 3) Library and allied information professional be well trained professional workers who are equipped to deliver high quality Service.
- 4) Assure equitable access ... including the underserved populations of the state. (Boys and Girls Club of Western Nevada member population is predominately high risk students – Hal Hansen, Chief Professional Officer, 2010)

LSTA goals served are :

- 1) Expand services to learning.
- 2) Develop library services that provide all users access.
- 4) Develops a partnership.
- 5) Targets library service to the underserved.
- 6) Services to persons having difficulty using a library.

The project will also be aligned with several strategic goals in the *Carson City Library Master Plan – 2009 – 2013*:

- 3) Proactively seek, expands and maintains collaborations.
- 4) Dramatically increases awareness of the library's resources and services.
- 6) Provides the materials and resources the community needs and wants.

H. Who are the partners in this project?**The Boys and Girls Club of Western Nevada**

The Boys and Girls Club of Western Nevada is among over 7,000 Boys and Girls Clubs of America. In Carson City currently 2,062 members (youth age 7 – 18) are served by a 50 member staff. The Boys and Girls Club of Western Nevada purchased 17 acres in Carson City and last year opened a new 12,600 square foot facility at 1870 Russell Way. The Boys and Girls Club of Western Nevada bridges the gap between school and home. As a youth-serving organization they are partners to both teachers and parents by providing programs that bolster school work therefore ensure more academically and socially successful young citizens in Carson City.

The Hop and Mae Adams Foundation

The second partner in this project is the Hop and Mae Adams Foundation, who is providing a \$30,000 cash match for the project. Hop and Mae Adams were the original founders of the Carson City Nugget. Mae was Hop's wife of many years. Hop and Mae Adams came to Nevada after gambling was banned in their home state of Idaho and bought the casino in the mid 1950's after owning casinos in southern Nevada.

One of the primary missions of the Hop and Mae Adams Foundation is to support the youth of Carson City through educational opportunities focused on literacy, so the Foundation supports the establishment of an automated branch as a tool to provide valuable book and audiovisual resources and more importantly plant the seeds of life-long learning.

The Carson City Library Foundation

The third partner in this project is the Carson City Library Foundation, who is providing a \$10,000 cash match for the project. The purpose of the **Library Foundation** is to receive, obtain and disburse money and other items of value so as to assist the Carson City Library with resources needed to meet the informational needs of all citizens.

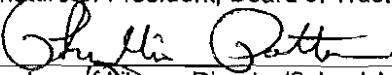
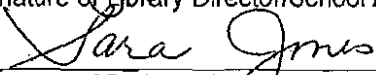
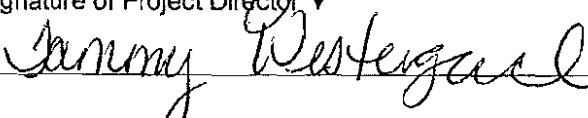
EXHIBIT B

I. BUDGET Complete in combination with the Budget Narrative page. Innovation grants require a 10% cash match. NOTE: LSTA may not supplant local funds.

Complete the following chart: include amounts for LSTA and local funds allocated in support of the project. There is no requirement that LSTA funds be matched with local funds. However, both local funds and LSTA funds for this project will be considered during the evaluation of the budget. Local funds may include both existing and new budget items for direct expenditure on the project. For this purpose, existing or in-kind budget items may include such items as space, equipment, salaries, fringe benefits, supplies and other related costs.

Budget Categories	LSTA Funds (nearest dollar)	Local Funds/ 10 % cash match	In-Kind	Total Costs
Salaries/Wages/Benefits	\$ -0-	\$ -0-	\$11,304	\$11,304
Travel	-0-	-0-	-0-	-0-
Equipment over \$5K	\$100,000	\$40,000	-0-	\$140,00
Equipment/Property	-0-	-0-	-0-	-0-
Contractual Services	-0-	-0-	-0-	-0-
Library Materials	-0-	-0-	\$10,000	\$10,000
Other	-0-	-0-	-0-	-0-
TOTAL	\$100,00	\$40,000	\$21,304	\$ 161,304

WE, THE UNDERSIGNED, CERTIFY that this project application will be the basis for the operation and administration of the project for which LSTA funds are requested. We will provide expenditure and other reports and will comply with such fiscal provisions as the Nevada State Library and Archives requires. *At least one copy of the application form must have original signatures.*

Signature of President, Board of Trustees ▼ 	Date Signed 12-2-10
Signature of Library Director/School Administrator ▼ 	Date Signed 12-2-10
Signature of Project Director ▼ 	Date Signed 12-2-10

J. BUDGET NARRATIVE (2 pages maximum). Include the estimated funds needed, LSTA, local match, and in-kind, to complete each activity. Include sufficient detail to justify all costs listed in the budget grid. Be sure it is clear how grant, in-kind and match funds will be spent.

Salaries/Wages/Benefits

In-Kind

Project Director	75 hours @ \$63.07 = \$4,730.00
Youth Services Librarian	100 hours @ \$31.51 = \$3,151.00
Technical Services Manager	50 hours @ \$33.84 = \$1,692.00
Outreach Coordinator	50 hours @ \$34.62 = \$1,731.00
Total all sources	= \$11,304.00

Equipment/Property

LSTA	= \$100,000.00
Hop and Mae Adams Foundation	= \$ 30,000.00
Carson City Library Foundation	= \$ 10,000.00
Total all sources	= \$140,000.00

Library Materials

In -Kind

Collection 500 titles @ \$20.00 each	= \$10,000.00
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NOTE: Specifically, the goal is that 100% of the clubs members, parents, care-givers and staff will have a Carson City library card, at least 75% will borrow materials. 75% of the collection will be customized to suit club member school subject needs and 25% customized to suit caregiver and staff self study with materials related to childcare and child development, family issues and holistic health issues.

Total all sources	= \$10,000.00
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Grand total all sources	=161,304.00
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D. Describe the implementation of the project. Use the timeline form in conjunction with this description.
(Maximum – 2 written pages plus the timeline)

December, 2010 – January, 2010 finish on site visit to ensure all Boys and Girls Club members, parents and care givers and staff have library cards. As of grant writing (12/1/10) club is about 45% complete.

Grant Award – April- May 2011

Create team

- Team for grant deployment to include teachers from all disciplines, Boys and Girls Club of Western Nevada members from each age group, Boys and Girls Club of Western Nevada member caregivers, parents and staff and Carson City librarians.

May – July 2011

Buy equipment and resources

- BranchAnywhere
- Collection

August – September 2011

Install & Debut BranchAnywhere

- Debut The Boys and Girls Club Automated Carson City Branch Library during welcome school year 2011 weeks

Take benchmark surveys

- Take intake survey at first use of BranchAnywhere among members, parents/caregivers, club staff and teachers
- Note circulation counts each month for use of BranchAnywhere

August 2011 – August 2012

Manage The Boys and Girls Club Automated Carson City Branch Library (team)

Promote and expand use of

- Special customized collections for each target group

August 2012

Collect project end surveys and compare data

- Surveys
- Circulation counts

Write final reports

Make plans for continued collaboration and sustainability (costs of maintenance and repair/collections)

EXHIBIT B

December 2, 2010

Nevada State Library and Archives
Carson City, NV 89701

Subject: LSTA 2011 Innovation Grant Application
Boys and Girls Club Automated Carson City Branch Library

I am honored and humbled to write regarding the **Boys and Girls Club Automated Carson City Branch Library project**. Because of the opportunities LSTA 2011 Innovation Grants make possible, an unprecedented partnership in our community between the Carson City Library, Boys and Girls Club of Western Nevada and Hop and Mae Adams Foundation holds potential to be a model for American libraries and Boys and Girls Clubs. The BranchAnywhere product we are seeking to purchase will help us deploy an innovative model that demonstrates technology and the wonder of science, while delivering library resources *within* a Boys and Girls Club. The product maximizes human resources so they are better spent doing things that make a bigger difference. Currently this American-made product is not on the market anywhere, nor is it in motion as a Public Library / Boys and Girls Club (of which there are 7,000 nationwide) collaboration.

The Hop and Mae Adams Foundation, our Club, the Carson City Library Foundation, the Carson City Library and LSTA can leverage the power of library resources on behalf of Carson City's 2,063 Boys and Girls Club of Western Nevada members between the ages of 7-18, their 1,500 primary caregivers (over half of whom are single parents) and our staff of 50. The project not only uses automation to "dispense" resources, but is envisioned to economically deliver a customized collection of 500 items – 75% of which will be pulled together with focus on member's school information needs (particularly those between the ages of 7 – 15), and the remaining 25% are planned to be focused on child development and the holistic health information needs of caregivers, parents and Club staff. The customized collection is designed to make us more successful students, caregivers, parents and staff members.

The majority of our younger members, quite frankly, do not have access to reading or audiovisual materials provided by our community's public library because they cannot physically get to the Carson City library's main branch. We are talking about young kids who cannot drive, nor can they navigate or easily access our community's limited public transportation services. It seems hard to believe, but because so many of our members are from single parent homes demands on parent's time simply does not factor in regular visits to the local library.

Of course, students have access to their school libraries, however deep cuts over the last several years (only getting worse) have severely limited school library resources. It is a fact that every school library in Carson City is doing more with less. Less material, less technology, less staff. Furthermore, school libraries are not aimed at providing extended materials like those of a public library.

That being said, the Carson City Library has not let budget constraints diminish their efforts to continue to be a significant partner in education. In fact the Carson City library ranks among few libraries in the nation who have been able to actually not just keep our community library open but, *with less staff*, our library has actually given back 6 hours to the community due to a significant technology overhaul using radio frequency identification and self-check kiosks. All made possible through grants and partnerships.



BOYS & GIRLS CLUBS
OF WESTERN NEVADA

Boys & Girls Clubs of Western Nevada

1870 Russell Way
Carson City, NV 89706
Tel 775-882-8820
Fax 775-882-0250
www.bgcwn.org

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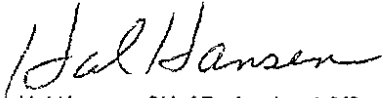
Hal Hansen

* Past President

The Boys and Girls Club of Western Nevada provides a safe, welcoming place for children and young adults. Within our space using technology this project will create literacy opportunities, programming opportunities and life-long learning opportunities for a large population within our Club who cannot access these resources, and are therefore denied the experiences created from them.

I appreciate the Counsel's consideration of my comments. Please let me know if I can provide additional information.

Kindest regards,

A handwritten signature in cursive script that reads "Hal Hansen".

Hal Hansen, Chief Professional Officer
Boys and Girls Club of Western Nevada



MAE B. ADAMS TRUST

December 2, 2010

Nevada State Library and Archives
Carson City, Nevada 89701

Subject: LSTA 2011 Innovation Grant Application
Boys and Girls Club Automated Carson City Branch Library Project

We are honored to participate with the Carson City Library and Boys and Girls Club of Western Nevada in an effort to provide relevant library materials to underserved youth within our community.

One of the primary missions of the Mae B. Adams Trust is to support the youth of Carson City through educational opportunities, thus we wholeheartedly support efforts to deploy an automated branch library within the Boys and Gils Club of Western Nevada.

The proposed Boys and Girls Club Automated Carson City Branch Library Project will create a new paradigm for providing essential services and has potential to be a model of partnership excellence.

The Mae B. Adams Trust is committed to finding practical, make-sense ways to engage youth and we believe it is projects like this that will help bridge gaps in access to important resources, so that every child has equal opportunity.

To that end we will pledge above the 10% required match for this grant and are committed to \$30,000 toward successful implementation of the program.

As one of the largest businesses in Carson City we want to help the library be seen as a valuable partner to academic success and thereby a community's success. This is, of course, also an innovative approach which is why we believe this project represents a new model -- one that could be replicated in other communities.

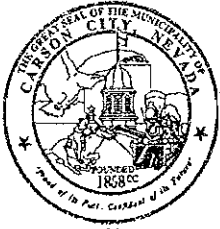
We appreciate your consideration of this grant proposal.

Sincerely,

A handwritten signature in black ink that reads "Steven G. Neighbors".

Steven G. Neighbors

Trustee, Mae B. Adams Trust
President, Carson Nugget, Inc.



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

December 2, 2010

Nevada State Library and Archives
Carson City, NV 89701

Subject: LSTA 2011 Innovation Grant Application
Boys and Girls Club Automated Carson City Branch Library

I am honored to write a letter of support for the **Boys and Girls Club Automated Carson City Branch Library** project and their Innovation Grant Application for 2011 LSTA funding. I have had great pleasure in relying on our treasured community library for many years, but within the last twelve years, in my role as a Carson City Supervisor, my involvement has been at a different level.

It has been within the last five years, in particular, under the leadership of Library Director Sara Jones that I've witnessed a new level of upgrades to the physical plant, dynamic programming changes and elevated leadership. It is apparent that Carson City now looks to the Carson City Library for leadership in providing library services that, as we know, extend far, far beyond book collections.

I have witnessed firsthand unprecedented educational programming and schools within our community relying more and more on the Carson City library. Most recently, the Carson City library, our local news paper and the Carson City School District leveraged a six-week literacy awareness initiative. One of the many outcomes of this effort has been the distribution of library cards to 7,600 school age children, making this library card drive the largest and most successful in the institution's history.

The high caliber of the Carson City Library Board of Trustees, the Carson City Library staff, the Carson City Library Foundation and the Friends of the Carson City Library reflects passion and appetite for the growth and expansion of the Carson City library and its services. The organization attacks the rigors of library administration with vigor and expertise -- the positive results are evident.

I am confident; because I've witnessed the Carson City Library do this before, that the funds they are seeking to reach patrons will be successful. This project has all the markings of inspired innovation that at the deepest sense is worthy not merely for innovative amusement or convenience, but instead for betterment and opportunity reaching beyond typical boundaries into underserved youth populations.

Please let me know if I can provide additional information. Reach me at Carson City Hall at 887-2100 or at home at 885-9577.

Sincerely,

Robin Williamson
Robin Williamson

ROBIN WILLIAMSON, *Supervisor* • 201 North Carson Street, Suite #2 • 89701 • (775) 887-2101 ext. 1213

BranchAnywhere Brings Your Library To The Community

With BranchAnywhere, you can provide library services 24 hours a day, all year long, in just about any location inside or outside your library building. The possibilities are virtually endless.

- Shopping areas
- Schools
- Hospitals
- Offices
- Residential
- Airports
- Community Centers
- Transit Stations

SIMPLE. EASY TO USE INTERFACE

Installation Options

- Freestanding kiosk
- Fixed in wall

Capacity

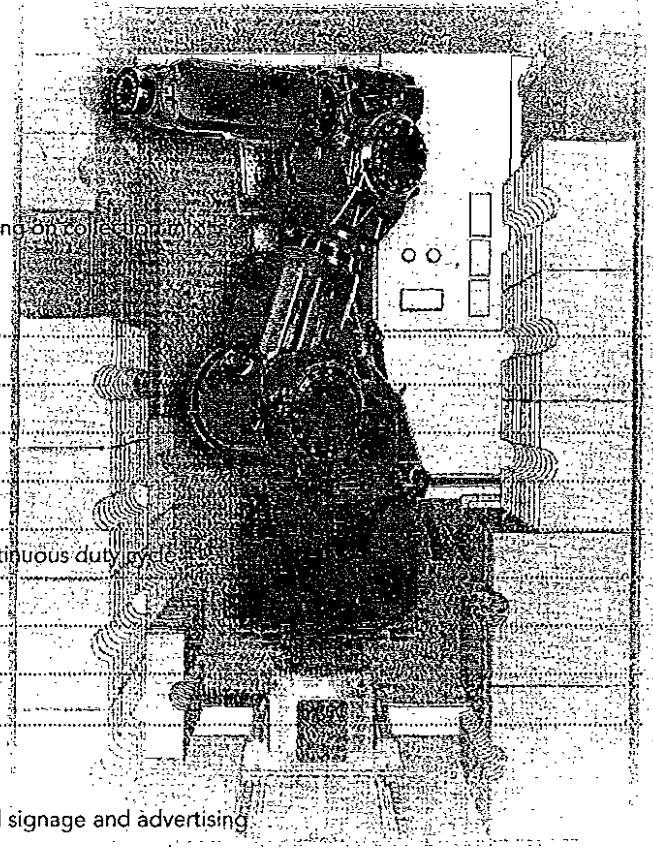
- 250-500 items in base configuration depending on collection type

Standard Features

- 17" touch-screen monitor
- Library card reader
- RFID reader
- ADA compliant
- Industrial robot rated for 50,000 hours of continuous duty cycle
- Shock resistant structure
- Fully customizable exterior
- Thermal receipt printer

Optional Features

- Option additional large LCD screen for digital signage and advertising
- Expansion bays add additional item storage



CONTACT US FOR MORE INFORMATION: SALES@EVANCEDSOLUTIONS.COM

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Solutions for 21st century libraries



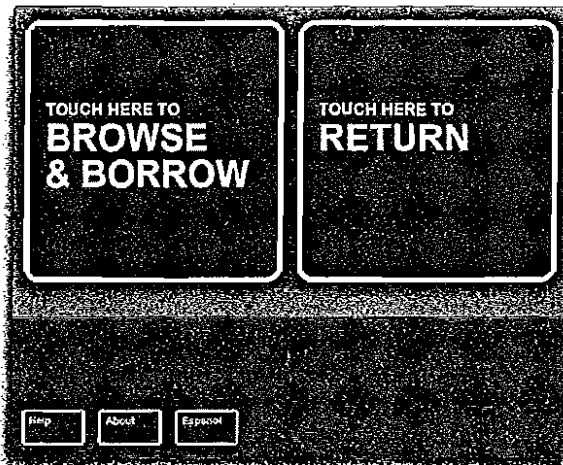
BranchAnywhere

An Automated Library Machine Specializing in Popular Books and Audiovisual Materials

BranchAnywhere provides your patrons access to hundreds of popular books and audiovisual materials anytime, almost anywhere. It promises to do for libraries what the ATM did for banks. BranchAnywhere opens up a new level of access and convenience for library patrons, not to mention new ways for libraries to engage and connect with communities.

A secure automated library machine, BranchAnywhere stores the collection, handles loans, accepts returns and performs basic administration. Accessed 24/7 using a regular library card.

- No staffing required
- Secure, compact size
- Low operational cost
- Uses RFID tags (only for items used in machine)
- Connects and integrates with your ILS system



How BranchAnywhere Works

Check Out

Users select "Browse & Borrow" and use the touch screen to search and select the desired item (book or A/V). They then scan their library card which is checked against the library's management system via SIP2. If the user is eligible for borrowing, the item is dispensed and options for a receipt are presented.

Returns

Returning the item is just as easy. Users scan their library card and then place the item into the return mechanism. The machine checks the item for correct placement and scans the RFID tag to ensure the item is correct then returns the item to the shelf. A receipt option is once again presented to the user for confirmation of the return.

CONTACT US FOR MORE INFORMATION:

317-352-2188 or sales@evancedsolutions.com



NEVADA STATE LIBRARY & ARCHIVES
 100 North Stewart Street
 Carson City, NV 89701-4285



NOTIFICATION OF 2011 LSTA GRANT-IN-AID AWARD

APPLICANT: Carson City Library

PROJECT TITLE: Boys and Girls Club Automated Carson City Branch Library

PROJECT NO: 2011 - 33 P/P # or CFDA NO: 45310-11

PROJECT DATES: June 6, 2011 through June 30, 2012

Applicant's request for grant-in aid funds is approved as follows:

	FEDERAL	LOCAL/OTHER	IN-KIND	TOTAL
Salaries:	\$ _____	\$ _____	\$ _____	\$ _____
Travel:	_____	_____	_____	_____
Equipment:	100,000	40,000	_____	140,000
Contracts:	_____	_____	_____	_____
Library Materials:	_____	_____	_____	_____
Other:	_____	_____	_____	_____
TOTAL	\$ 100,000	\$ 40,000	\$ _____	\$ 140,000

_____, Daphne DeLeon
 State Library and Archives Administrator Date

CERTIFICATION

In accepting these funds for the agreed purposes stated in the Library Services and Technology Act grant application, the undersigned agrees that: 1) The funds will only be spent as budgeted above unless prior consent to change is granted by the State Library and 2) Quarterly financial and narrative reports on the project's progress will be submitted when requested by the State Library.

Termination for Non-Appropriation. The continuation of this grant is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and the grantee 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 granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

Jimmy A. Westergaard
 APPLICANT(S) SIGNATURE

Sept. 20, 2011
 DATE



Elevate Your Community Standing™

October 27, 2011

To Whom It May Concern:

As of this date, the Evanced Solutions BranchAnywhere units are not available for purchase from any other vendor other than Evanced Solutions. Software maintenance and hardware support are not available to be outsourced to any other vendor.

Please let us know if you have any questions.

Respectfully,

Robert Cullin
CSO / Co-Founder
Evanced Solutions
317-352-2188 x102
rcullin@evancedsolutions.com