



An Investment for Life

REQUEST FOR PROPOSALS

Self-Check Stations

Cumberland County Library System
1601 Ritner Highway, Suite 100
Carlisle, Pennsylvania 17013-9380

RFP Issued: Monday, January 7, 2013

Notice of Intent to Respond Requested by: Wednesday January 16, 2013

RFP Questions Due: Monday, January 21, 2013

Answers Posted on Web Site: Monday, January 28, 2013

Response Due: Friday, February 8, 2013

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1. Summary

The Cumberland County Library System (CCLS) seeks proposals for 9 self-check stations and associated hardware, software and services. If proposals are advantageous, the CCLS may purchase up to 6 additional self-check stations.

2. Background

The CCLS includes one administrative office, seven independent public libraries and one branch library. The CCLS administrative office is a department within Cumberland County government.

The CCLS has adopted a system wide approach to technology service and support. Currently, the CCLS uses SirsiDynix Horizon software (7.5.1), licensed for up to 200 seats at 8 public facilities and one system headquarters office. The administrative office provides technical administration and support for technology services.

The CCLS is currently accepting bids for a new integrated library system that will be installed by the close of 2013. The following vendors have indicated their intent to respond to the CCLS' request for proposals for a new integrated library system:

- Innovative Interfaces (Sierra)
- Insignia Software Corporation
- Polaris
- SirsiDynix (Symphony)

At this time, it is expected that one of the four vendors listed above will replace the CCLS' Horizon system with its integrated library system services.

In 2007, the CCLS purchased five (5) Apex XpressCheck stations with integral Gressco KwikCase security case removers through SirsiDynix from the Integrated Technology Group. (ITG is now Bibliotheca.)

Now, the system plans to upgrade this technology with at least 9 self-check stations that are capable of accepting credit or debit card payments as well as handling a future upgrade to RFID (including theft control detection gates). One library, Simpson Library may require integral cabinetry or a free standing kiosk for its self-check stations. All other stations will be countertop units that will be installed in existing cabinetry.

The chart below lists current equipment locations along with the desired and possible future number of self-check workstations for each site.

Library	Address	Current # Self-Check Stations	Desired # Self-Check Stations in this Proposal	Type of Station	Future # Self-Check Stations (3 to 10 years)
Bosler Memorial Library	158 W. High St. Carlisle, PA 17013	1	4	Counter Top; Stations require integral Gressco KwikCase security case removers	10
Cleve J. Fredricksen Library	100 N. 19 th St. Camp Hill, PA 17011	3	3	Counter Top	14
Joseph T. Simpson Public Library	16 N. Walnut St. Mechanicsburg, PA 17055	1	2	Standalone Kiosk or countertop model	12
Amelia Givin Library	114 N. Baltimore Ave. Mt. Holly Springs, PA 17065	0	0		2
East Pennsboro Branch	98 S. Enola Dr. Enola, PA 17025	0	0		1
John Graham Public Library	9 Parsonage St. Newville, PA 17241	0	0		1
New Cumberland Public Library	1 Benjamin Plaza New Cumberland, PA 17070	0	0		4
Shippensburg Public Library	73 W. King St. Shippensburg, PA 17257	0	0		6
Total		5	9		50

3. Respondent's Responsibilities

- 3.1. At the time of the opening of response, it will be presumed that each Respondent has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 3.2. The Respondent agrees that, if a contract is executed with the CCLS, the Respondent shall make no claim against the CCLS because of any estimate or statement made by any employees, agents, or Consultant(s) of the CCLS which may prove to be erroneous in any respect.

4. Basis of Procurement

- 4.1. The CCLS will select the Respondent that, in its sole discretion, has provided a complete response to the RFP, including all costs and features, and met the performance and outcome specifications developed by the CCLS.

- 4.2. Procurement shall be on the basis of best value procurement. Best value procurement permits the CCLS to solicit proposals and negotiate the final terms of the agreement with any responsive and responsible Vendor.
- 4.3. This RFP and any contract(s) that may result shall be in accordance with appropriate laws, ordinances, and regulations of the United States Government and the Commonwealth of Pennsylvania.

5. Evaluation

- 5.1. All proposals received from Respondents will be reviewed and evaluated by the CCLS Senior Staff and recommendations will be made to the CCLS Board. The CCLS board will select the Respondent which, in its sole discretion, meets the requirements of the RFP and satisfies project needs.
- 5.2. **Evaluation Criteria:** the CCLS, in its sole assessment, will evaluate the proposals received on the basis of the overall best value to the CCLS and any criteria set out herein, including, but not limited to:
 - 5.2.1. Compliance with system specifications as outlined in this RFP;
 - 5.2.2. Reasonableness of total costs including non-recurring and recurring monthly charges over a 7-year period;
 - 5.2.3. Demonstrated understanding of the CCLS System's needs;
 - 5.2.4. System reliability;
 - 5.2.5. Past performance on delivery, installation and maintenance of similar software, hardware and services to those proposed;
 - 5.2.6. Availability of the services for delivery at time of proposal;
 - 5.2.7. Additional capabilities available, and cost of such additional capabilities;
 - 5.2.8. Results of interviews and reference checks;
 - 5.2.9. The Cumberland County Library System reserves the right to consider factors other than price when evaluating proposals. Factors which will be considered will include, but not be limited to, the CCLS System's judgment of the quality of the service, the financial standing of the Vendor, reputation and experience of the Vendor, ease of system operation, maintenance policies and reputation, and the thoroughness and clarity of the response to this RFP.
- 5.3. **Evaluation of Subcontractors:** All subcontractors of the Respondent will be subject to the same evaluation process, at a minimum. It is the responsibility of the Respondent to guarantee that all subcontractors will comply with all the requirements and terms and conditions set out in the RFP document.
- 5.4. **Presentation and/or Additional Information:** After the proposal opening, Respondents may be required to provide additional information as deemed necessary by the CCLS. Any costs incurred in providing presentations or other information is the responsibility of the Respondent. Such presentations provide an opportunity for the Respondent to clarify their proposal and to insure thorough mutual understanding between the parties. The CCLS will determine if the presentation is needed and will schedule the time and location for the presentation.

5.5. Negotiations.

- 5.5.1. The CCLS reserves the right, at its sole discretion, to enter into negotiations with the Respondent or with any other Respondents concurrently. In no event will the CCLS be required to offer any modified terms to any Respondent prior to entering into a Contract, and the CCLS will not be liable to any Respondent as a result of such negotiations.
- 5.5.2. The CCLS may, prior to and after Contract award, negotiate changes to the requirements, services, specifications or any conditions with any one or more of the Respondents without having any duty or obligation to advise any other Respondent or to allow them to vary their Proposal as a result of changes to the scope of the requirements, services, specifications or any conditions and the CCLS shall have no liability to any other Respondent as a result of such negotiations or modifications.

6. Questions and Addenda

- 6.1. All Respondents are requested, but not required, to register their intent to submit a proposal using the form in Appendix B, or a reasonable facsimile, with Jonelle Darr at jdarr@ccpa.net or 717-240-7770 (fax) by Wednesday, January 16, 2013.
- 6.2. All questions regarding this RFP shall be directed to Jonelle Darr via email at jdarr@ccpa.net. The deadline for all questions is Monday, January 21, 2013.
- 6.3. If it becomes necessary to revise any part of this RFP, an amendment will be posted on the CCLS's website at <http://cumberlandcountylibraries.org/RFP>. In the event the CCLS deems it appropriate to provide answers to Respondents' questions, the answers will be posted on the same website and will be distributed to those who filed a notice of intent to respond. Provided, however, it shall be the sole responsibility of Respondents to check for any amendments to the RFP or answers that may be issued by the CCLS.

7. Proposal Submittal and Timeline

- 7.1. Proposals are due in the Cumberland County Library System office by the close of business, 4:30 PM EST, Friday, February 8, 2013. Please submit an original and four paper copies of the proposal to: Jonelle Darr, Executive Director, Cumberland County Library System, 1601 Ritner Highway, Suite 100, Carlisle, PA 17013-9380.
- 7.2. In addition to the original and four paper copies, submit an electronic mail copy to Jonelle Darr at jdarr@ccpa.net.
- 7.3. After submitting its proposal, Respondents may not correct, modify, or withdraw the price or any other provision of its response in a manner prejudicial to the interests of the CCLS or fair competition. The CCLS may waive minor informalities or allow the Respondent to correct them.
- 7.4. Respondents may be interviewed and/or asked to present their proposal to CCLS staff following February 8, 2013. (Proposers need not request such an invitation.)
- 7.5. Migration to the selected system will begin with the Cumberland County Library System immediately following contract signing, with the selected system installed and ready for use with the Horizon system during the second quarter of 2013.

Activity	Due Date
RFP Released	1/7/2013
Notice of Intent to Respond	1/16/2013, by 4:30 pm, EST
Questions Submitted	1/21/2013, by 4:30 pm, EST
Proposal Responses Due	2/8/2013, by 4:30 pm EST
Interviews Requested (as needed)	February 2013
Contract Negotiations	February-March 2013
Signed Contract	March 2013
Configuration/Installation begins for Cumberland County Library System	April 2013
Selected System Launched at Cumberland County Library System	May 2013

8. General RFP Requirements

- 8.1. All Respondents are bound by the deadline and location requirements of this RFP. Late proposals will not be considered.
- 8.2. Respondents electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The Cumberland County Library System is not liable for any costs incurred by the Respondent in response to this RFP and the Respondent, including all related parties, disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.
- 8.3. The CCLS reserves the right to reject any or all responses or any portion thereof and to select the response(s) which, in its sole discretion, it judges to be in the best interest of CCLS.
- 8.4. The CCLS reserves the right to cancel or modify this RFP. There is no guarantee that the CCLS will place the requested services under contract.
- 8.5. The CCLS reserves the right to investigate the qualifications of any Respondent under consideration including proposed subcontractors and parties otherwise related to the Respondent and require confirmation of information furnished by a Respondent, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 8.6. The CCLS reserves the right to disclose information contained in proposals to the public, subject to confidentiality statutes.
- 8.7. All materials submitted with the response will become the property of the CCLS. No materials submitted will be returned to the Respondent.
- 8.8. The CCLS reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.

- 8.9. The CCLS reserves the right to evaluate responses in terms of the best interests of the CCLS, applying criteria provided in this RFP and any other criteria the CCLS, in its sole discretion, deems pertinent.
- 8.10. The CCLS reserves the right to accept other than the lowest cost proposal based upon the CCLS's determination as to best value taking into consideration including, but not limited to, layout, ease of operation, reliability and cost. The award will not be predicated solely upon the cost and the CCLS reserves the right to choose that proposal which best meets its needs in its sole discretion.
- 8.11. By the submission of a proposal, each Respondent accepts and agrees to execute a written agreement in substance and form acceptable to the CCLS Solicitor.
- 8.12. All responses must remain valid for a minimum period of ninety (90) days after the response due date. Responses may not be modified or withdrawn by the Respondent during this period of time except in accordance with this RFP and with written permission granted by the CCLS.
- 8.13. Any response may be withdrawn in writing prior to the date and time set for receipt of responses.
- 8.14. News releases pertaining to this project will not be made without prior approval of the CCLS, and then only in coordination with the CCLS.
- 8.15. The Respondent must certify, in writing, that as of the date of its execution of its proposal, it has no tax liabilities or other Commonwealth obligations. The Respondent's obligations pursuant to these provisions are ongoing from and after the effective date of the proposal through the termination date thereof. Accordingly, the Respondent shall have an obligation to inform the CCLS if, at any time during the term of the proposal, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen calendar (15) days of the date of suspension or debarment. The failure of the Respondent to notify the CCLS of its suspension or debarment by the Commonwealth, any other local, state, or the federal government shall constitute an event of default of the proposal with the CCLS. The selected Respondent will be the sole point of contact concerning all contractual matters for the duration of the contract term. All members of a delivery team shall certify to this requirement.
- 8.16. Cumberland County Library System officials have adopted a uniform gift policy that prohibits any official or employee from receiving a gift of any monetary value from any source doing or seeking to do business with the County or attempting to influence the judgment of an official or employee. Further, no gifts may be made for or on behalf of the CCLS System or any of its libraries, unless first presented to the Cumberland County Library System Board for refusal or acceptance at a public meeting. Proposers are advised that any violation of this policy may result in employee discipline, including termination. By tendering this submission, the proposer agrees to abstain from offering or giving anything of monetary value to any Library System official, employee or member of their immediate families.

9. Form of Proposal

9.1. Cover Letter and Executive Summary

- 9.1.1. A brief letter of introduction, bearing the original signature of the Vendor's authorized representative. The letter must include a statement certifying the Vendor's compliance with all copyright, federal assurances, non-discrimination/sexual harassment clauses, ADA requirements, integrity provisions and all other requirements listed in this RFP. The letter should also include the name and address of the firm submitting the proposal and the name of the person(s) authorized to represent the firm during the proposed consultation process.
- 9.1.2. Vendor's executive summary should include an understanding of the current environment and a description of how the proposed solution will help us meet the CCLS's stated requirements and goals.

9.2. Vendor Information

- 9.2.1. Please include a brief corporate overview, including company history and financial information, including whether your company has purchased another company in the last 5 years, or been purchased by another company in the last 5 years. The CCLS is particularly interested in corporate ownership; please list in detail any and all entities that have ownership positions in the company proposing the system.
- 9.2.2. The CCLS is particularly interested in corporate stability. Please provide the owners' and/or principal officers' names, length of time in the CCLS automation field, and any other pertinent information.
- 9.2.3. Please list any layoffs, or other forms of downsizing, that have occurred in the Vendor's company, or companies controlled by the Vendor, within the last 12 months. Please provide information on the number of staff laid off and the reasons for the layoffs.
- 9.2.4. The CCLS strongly desires a Vendor with a service and support focus and emphasis on librarians. Please describe the staff of the company in terms of total FTEs and the percentage breakdown of staff among sales, research and development, support, and other functions.
- 9.2.5. Describe the company's involvement with library-related organizations and standards organizations.
- 9.2.6. Describe the company's strategy for keeping up with industry trends and developments in library software and systems.
- 9.2.7. Describe the procedure for developing new features, including how customer input is obtained, evaluated, weighed and implemented.
- 9.2.8. Provide an example from the last 24 months where customer input for a significant change to the online public interface was rejected; and an example from the last 24 months where customer input for a significant change to the online public interface was implemented.

9.3. Strategic Partnerships

- 9.3.1. List any partnerships with third-party Vendors, including a brief description of the services they provide.
- 9.3.2. Please describe any third-party software and/or partnership used by the Vendor in regards to the software being proposed.

- 9.3.3. Describe any partnerships with public libraries for developing new products or testing software.

9.4. Users groups

- 9.4.1. Provide contact information for users groups, including website or other online resources. Include details of any fees for user groups.

9.5. Customers

- 9.5.1. Provide a list of five public libraries, with at least two being a consortium of public libraries, using the latest or next to latest release of the proposed solution. Include the client name, address and the name, phone number and email address of the individual the CCLS has your permission to contact.
- 9.5.2. Provide the names and contact information of three public library system customers who have switched to another Vendor and product within the last three years.

9.6. Experience and Credentials

- 9.6.1. Provide the name of the person who will direct the overall project throughout the duration of the contract, and names of individuals who will coordinate major activities, if different from the overall project manager. Include any subcontractors.
- 9.6.2. Provide a list of organizational staff directly involved in the product being bid, with their backgrounds and credentials. Identify the number and location of support staff accessible to the purchaser.

9.7. Future Hardware and Software Upgrades, Modifications, Additions

- 9.7.1. The Vendor must guarantee that if a software upgrade, modification, re-write, new version or product that affects or improves the functionality of the proposed solution occurs within 3 years of the implementation date, it will be implemented, at no charge, to the CCLS system.

9.8. Support Required of CCLS

- 9.8.1. Provide a description of any support required of the CCLS to implement the proposed solution. This would include a list of tasks or equipment needed and an estimate of the amount of time required. (For example, configuration and set-up support, training time, meeting or training room space and equipment, etc.)

9.9. Functional Requirements

- 9.9.1. Respondents should use the mandatory cost form in section 12, and respond to every requirement listed in sections 10-11 of this RFP. We encourage the inclusion of screenshots from your system to help clarify your responses. Please indicate if your system does not include an area discussed in this RFP.

10. Key Functionality Requirements

Please review the information in this section, answering all specific questions and also providing the CCLS with a general overview of the capabilities and functionality within your system which relate to each area. It is intended that this section give Respondents a chance to highlight capabilities of the

system which will help the CCLS in these important areas. Specific questions related to each of these areas are also included in section 11 (General Functionality Requirements) in this RFP.

- 10.1. Describe how your public interface is unique or special in the area of ease of use. Provide documentation supporting your interface’s usability by children, adults, seniors and the handicapped.
- 10.2. Provide an overview of the system’s customer self-service and personalization options.
- 10.3. Provide an overview of how your system integrates with Polaris, Sierra Symphony, Horizon and Insignia integrated library systems. Identify which systems, if any, promote the best and/or a more seamless staff or public user experience.
- 10.4. Provide an overview of how your self-check stations integrate with other vendor’s RFID-related equipment, such as staff RFID circulation stations, secure media storage, RFID theft detection gates, etc.

11. Functionality Requirements

Vendors must respond to every requirement contained in the Functionality Requirements section of the RFP by using the following criteria (where indicated), or by providing the requested information. Vendor's responses must be in the same order in which questions appear in this RFP, and must use the same numbering scheme used in this RFP.

CODE	EXPLANATION
A	Available— Vendor currently supplies this capability as a part of a general software release.
D	In development— Testing and release planned within 2 years from the due date of this RFP.
P	Planned— Capability is planned; no development is underway.
N	Not available— Not planned, and no development underway.

For any specifications that are not listed as ‘A’ (Available), Vendor must describe:

- For items that are in development or planned, indicate the date after which the function and feature will be available in general release and operation in the system proposed to the CCLS.
- For items that are in development or planned, indicate whether the CCLS will incur any added cost for the feature, function, product, or service once it becomes available, either as a direct cost of the feature, function, product, or service, or because the feature, function, product, or service will require replacement of or addition to hardware or software originally proposed for initial installation.
- For items that are not available, in development or planned, an explanation of how the specification might otherwise be met using alternative features, functions, products, or services available from the Vendor or a third party partner, including availability dates for any such alternative and any added costs, either direct or indirect.
- Any such exception taken to any specification must be noted in the Vendor Comments field.

Functionality Requirements		A	D	P	N
11.1. General Requirements					
11.1.1.	All system components must be ETL or UL, and FCC Part 15-Certified; SIP2, RS-232, TCP/IP Ethernet 10/100, 802.11n (wireless) compliant; and meet the EU RoHS and WEEE Directives.				
<i>Vendor comments:</i>					
11.1.2.	The proposed self-check system and all of its related components must be capable of operating simultaneously with the CCLS' current Apex XpressCheck self-check stations until this equipment is removed from service by the CCLS.				
<i>Vendor comments:</i>					
11.1.3.	The proposed system must interface with the CCLS's existing and future automated library system using the SIP, SIP2, or NCIP protocol. It may not use a proprietary ILS connection.				
<i>Vendor comments:</i>					
11.1.4.	The proposed self-check system and all of its related components must be entirely compatible with, and in no manner interfere with, the CCLS' chosen integrated library system (Horizon, Symphony, Sierra, Polaris or Insignia), its computer clients, or other components.				
<i>Vendor comments:</i>					
11.1.5.	The vendor will provide information regarding the advantages and disadvantages, or any differences in using its self-check system with each integrated library system: Horizon, Symphony, Sierra, Polaris or Insignia.				
<i>Vendor comments:</i>					
11.1.6.	The proposed self-check system must provide application-specific software to incorporate all hardware (detection systems, staff station readers, cataloging stations, customer self-check stations, portable handheld reader and book return system), the circulation RFID tags and any other RFID-related hardware into the system.				
<i>Vendor comments:</i>					
11.1.7.	The proposed self-check system must be operable and compatible with other vendor RFID detection systems, staff station readers, cataloging stations, portable handheld readers and book return systems, and any other vendor's RFID-related hardware in the system. Please identify those RFID vendors with whom your self-check stations are compatible and those with whom your self-check RFID equipment are incompatible.				
<i>Vendor comments:</i>					
11.1.8.	The proposed system must not interfere with other equipment,				

Functionality Requirements		A	D	P	N
automated library system clients or PCs that may be nearby.					
<i>Vendor comments:</i>					
11.1.9.	The proposed system must be able to connect through the CCLS's Ethernet network via an RJ-45 connector and/or secured wireless network.				
<i>Vendor comments:</i>					
11.1.10.	The vendor must offer a 12-month 100% money-back performance guarantee on all equipment purchased and covered by 12-month warranty or service agreement.				
<i>Vendor comments:</i>					
11.2. Self-Checkout Units					
11.2.1.	The proposed system's self-check units must be capable of being set to only read CODABAR item and library card barcode numbers, and prohibit ISBN, ISSN, product number or other item-specific barcode numbers from being read.				
<i>Vendor comments:</i>					
11.2.2.	The UL/cUL or ETL/cETL and the CE and C-tick marks shall be displayed on the serial plate of the system.				
<i>Vendor comments:</i>					
11.2.3.	The system must be in compliance with ADA guideline 4.15.4 for wheel chair clearance and ADA guideline 4.34.3 for reach range standards.				
<i>Vendor comments:</i>					
11.2.4.	All products must comply with internationally recognized standards for RFID-based library self-service systems.				
<i>Vendor comments:</i>					
11.2.5.	The proposed system must be dual function – capable of processing RFID tags or item bar codes in the same transaction.				
<i>Vendor comments:</i>					
11.2.6.	The proposed system must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read up to eight inches high.				
<i>Vendor comments:</i>					
11.2.7.	The proposed system must read all CODABAR barcode customer cards currently accepted by the CCLS, including barcodes on keyrings and Smartphone screens, as well as allow for manual entry of barcode digits.				
<i>Vendor comments:</i>					

Functionality Requirements		A	D	P	N
11.2.8.	The proposed system must have the ability to be built into existing circulation desks with touch screen monitors that display instructions for use.				
<i>Vendor comments:</i>					
11.2.9.	The proposed system must utilize a surface capacitive touch screen. Optical, resistive, surface acoustic wave screens will not be accepted.				
<i>Vendor comments:</i>					
11.2.10.	The proposed system must have the ability to print out all information for a customer check-out or check-in transaction on a single receipt. Such receipt should be customizable to incorporate library identity, hours etc.				
<i>Vendor comments:</i>					
11.2.11.	The proposed system must have the ability to perform check-in and check-out functions using RFID tags or barcodes without reconfiguration.				
<i>Vendor comments:</i>					
11.2.12.	The proposed system must allow the customer to perform item renewals without being required to have the item physically present.				
<i>Vendor comments:</i>					
11.2.13.	The proposed system must be capable of reading item barcodes located in various locations, including inside or outside, top or bottom of the front or back cover, or inside on the top or bottom of the front or back fly page.				
<i>Vendor comments:</i>					
11.2.14.	The proposed system's self-checkout units should have customizable messages based on customer and item status.				
<i>Vendor comments:</i>					
11.2.15.	The proposed system must display ILS system information relating to the customer or item status.				
<i>Vendor comments:</i>					
11.2.16.	The proposed system must provide visual and audible feedback during the transaction.				
<i>Vendor comments:</i>					
11.2.17.	The proposed system must have the ability to display select information from the customer record, including: number of items checked out, number of items on hold, outstanding fine information and library messages to the borrower without compromising customer privacy.				
<i>Vendor comments:</i>					

Functionality Requirements		A	D	P	N
11.2.18.	The proposed system must have customizable customer instructions.				
<i>Vendor comments:</i>					
11.2.19.	The proposed system must offer an option to notify a designated staff workstation when a patron is blocked from checkout. Notification should include patron barcode.				
<i>Vendor comments:</i>					
11.2.20.	The proposed system must offer an option to notify a designated staff workstation when the station has a technical problem, such as when a receipt printer is out of paper.				
<i>Vendor comments:</i>					
11.2.21.	The proposed system must currently display multiple language options on self-check unit banners, instructions and messages. Bidder must offer a wide variety of languages to meet the current and future needs of our community and demonstrate this by providing a list of the languages the CCLS can currently choose from. The system must allow the CCLS to select 4 languages to be used on one self-checkout system.				
<i>Vendor comments:</i>					
11.2.22.	The proposed system stations must provide integral Gressco KwikCase security case removers when items are properly checked out for those sites that use them, and allow other sites within the CCLS to opt out of use. Please provide information about other compatible security case equipment.				
<i>Vendor comments:</i>					
11.2.23.	The proposed system must have the ability to perform off-line transactions and maintain records of all items checked out when the ILS is offline, and then upload transactions when the ILS is back online.				
<i>Vendor comments:</i>					
11.2.24.	The proposed system must turn on/off the security to allow secure Library operation during offline situations.				
<i>Vendor comments:</i>					
11.2.25.	The proposed system must provide performance statistics that can be accessed through the web and exported to Microsoft Excel. Data must be broken down by day of the week and hour of the day. Data to including, but not limited to: Number of transactions, type of transaction, and number of successful and unsuccessful transactions.				
<i>Vendor comments:</i>					
11.2.26.	The proposed system must offer the customer the option of email, SMS, paper receipt or no receipt.				

Functionality Requirements		A	D	P	N
<i>Vendor comments:</i>					
11.2.27.	The proposed system must offer web-based remote monitoring and diagnostics which must include instant email and SMS notification, monitoring of check-in and out rates, web-based troubleshooting, configuration, and the ability to obtain statistics for each machine from any location. This feature should be standard and not require a server.				
<i>Vendor comments:</i>					
11.2.28.	The proposed self-checkout system must provide at least 95% first time user success for the CCLS customers. Please provide data and detail of analysis to support claim.				
<i>Vendor comments:</i>					
11.2.29.	The proposed system must offer the option of a standalone kiosk or the ability to build into an RFID-friendly counter.				
<i>Vendor comments:</i>					
11.2.30.	The proposed system kiosk must be available with both laminate and solid surface option.				
<i>Vendor comments:</i>					
11.2.31.	The proposed system must provide Customer/Staff selectable check-out and in software feature.				
<i>Vendor comments:</i>					
11.2.32.	The proposed system must be capable of checking out or checking in all types of print and non-print media.				
<i>Vendor comments:</i>					
11.2.33.	The proposed system must allow multiple item check-outs without first choosing the number of items that you want to check-out.				
<i>Vendor comments:</i>					
11.2.34.	The proposed system must have the option for a 19-inch wide, or larger, screen monitor.				
<i>Vendor comments:</i>					
11.2.35.	The proposed system should have the option to integrate the components in a custom kiosk. A detailed architect's guide must be included.				
<i>Vendor comments:</i>					
11.3. Place of Manufacture					
11.3.1.	To ensure ready availability of components, parts, and supplies, all major elements the system must be warehoused in the U.S.A. or the bidder must demonstrate the ability to have parts available within 24 hours of request.				

Functionality Requirements		A	D	P	N
<i>Vendor comments:</i>					
11.4. Optional Centralized Management Software Functionality The vendor must provide the option for the CCLS to purchase software providing the following functionalities:					
11.4.1.	All optional software features must be internet browser-based.				
<i>Vendor comments:</i>					
11.4.2.	All optional centralized management software features must include installation wizards to facilitate quick installation for library staff.				
<i>Vendor comments:</i>					
11.4.3.	The CCLS administrator must be able to determine the access levels varying by individual permissions based on location and feature.				
<i>Vendor comments:</i>					
11.4.4.	All optional software features must be password protected.				
<i>Vendor comments:</i>					
11.4.5.	Centralized management software must provide item level self-checkout transactions by day of the week across all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.6.	Centralized management software must provide item level self-checkout transactions by hour of day across all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.7.	Centralized management software must provide item count by item type for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.8.	Centralized management software must provide item count by item status for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.9.	Centralized management software must provide total item counts across each and every self-checkout device at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.10.	Centralized management software must provide customer level transactions by hour of day for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					

Functionality Requirements		A	D	P	N
11.4.11.	Centralized management software must provide customer level transactions by day of the week for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.12.	Centralized management software must provide fines/fees transactions for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.13.	Centralized management software must provide total credit transactions for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.4.14.	Centralized management software must provide all transactions data for all self-checkout devices at a single site and across multiple locations.				
<i>Vendor comments:</i>					
11.5. Hardware Status Reporting Feature					
11.5.1.	Proposed system must provide real-time detailed monitoring for the following components: SIP Connection, Printer, Bar Code Scanner, Touch Screen Monitor, RFID, Coil (EM).				
<i>Vendor comments:</i>					
11.5.2.	Proposed system must provide real-time monitoring must work with multiple self-checkout devices at a single location.				
<i>Vendor comments:</i>					
11.5.3.	Proposed system must provide real-time monitoring must allow for additional self-checkout devices to be added to the network in the future.				
<i>Vendor comments:</i>					
11.5.4.	The hardware component monitoring must communicate performance changes to library personnel through both a web-based dashboard display that intuitively communicates status changes in real-time, and also through email notification.				
<i>Vendor comments:</i>					
11.5.5.	Hardware status reporting must allow other library networked devices to be connected to the server and must validate this connection.				
<i>Vendor comments:</i>					
11.6. Self-Checkout System Configuration Feature					

Functionality Requirements		A	D	P	N
11.6.1.	The software configuration feature must allow library staff to copy a configuration from a self-checkout device to multiple self-checkout devices at the same location or at different sites.				
<i>Vendor comments:</i>					
11.6.2.	The software configuration feature must allow library staff to perform the copying of a configuration from a self-checkout device to other self-checkout devices across any networked locations remotely.				
<i>Vendor comments:</i>					
11.6.3.	Configuration copying software features should have a user interface that allows library staff to 'cut and paste' configurations quickly from any remote location that has network access.				
<i>Vendor comments:</i>					
11.7. Fines/Fees					
11.7.1.	The fines and fees system shall be integrated into a self-checkout system.				
<i>Vendor comments:</i>					
11.7.2.	The fines and fees system shall utilize a seamless user interface that is integrated into the self service process.				
<i>Vendor comments:</i>					
11.7.3.	The fines and fees system must provide both audible and visual feedback when responding to the interaction with the user interface.				
<i>Vendor comments:</i>					
11.7.4.	Library staff must be able to set the fine and/or fee thresholds that will trigger a message and block the customer's checkout privileges if they exceed the maximum threshold. The fines and fees system shall allow the CCLS to determine minimum, partial, or full payment of the fines or fees.				
<i>Vendor comments:</i>					
11.7.5.	The fines and fees system shall accommodate credit and/or debit card payment methods. The credit / debit payment system must be compliant with the PCI Data Security Standard (PCI-DSS) and not store any credit card numbers. Supply any information available on development of near-field communication (NFC) as well as SMART, 'EMV' or "Chip and Pin" technology payment features.				
<i>Vendor comments:</i>					
11.7.6.	The fines and fees system shall print a credit/debit card receipt separate from the checkout receipt. Account numbers and name field shall be masked as desired by the CCLS.				

Functionality Requirements		A	D	P	N
<i>Vendor comments:</i>					
11.8. Training and Support Requirements The CCLS seeks to train key circulation, system administrator and public services staff in the use of all equipment. Total number of staff to be trained is approximately 15.					
11.8.1.	Training will be performed by vendor and will take place at the Cumberland County Library System.				
<i>Vendor comments:</i>					
11.8.2.	The CCLS requires user manuals, and customizable online documentation.				
<i>Vendor comments:</i>					
11.8.3.	The CCLS requires interaction with the vendor sales staff and technical support staff during installation planning, the installation phase and follow-up immediately after such installation.				
<i>Vendor comments:</i>					
11.8.4.	Toll-free telephone assistance on system use and troubleshooting available between 7:00 A.M. to 6:00 P.M. EST. Monday through Friday.				
<i>Vendor comments:</i>					
11.8.5.	The bidder must have fully factory-trained technicians stationed throughout the country for onsite hardware support and service.				
<i>Vendor comments:</i>					
11.8.6.	The CCLS shall be able to request service on a 24-hour basis using a toll free 800 number.				
<i>Vendor comments:</i>					
11.8.7.	Technical software phone support will be provided via an 800 number.				
<i>Vendor comments:</i>					
11.8.8.	Service technicians will be equipped with parts normally required to service the equipment and reduce downtime.				
<i>Vendor comments:</i>					
11.8.9.	Service Agreements to extend the warranty period on parts and labor must be available for a period of 12, 24, 36, 48 or 60 months.				
<i>Vendor comments:</i>					
11.8.10.	The Service Agreement must be renewable on an annual basis.				
<i>Vendor comments:</i>					
11.8.11.	The Service Agreement must include remote maintenance for expert technical consultation and software support.				

Functionality Requirements		A	D	P	N
<i>Vendor comments:</i>					
11.8.12.	Warranty and service requirements apply to both standard and optional system components.				
<i>Vendor comments:</i>					
11.8.13.	Software warranty: Software patches and service pack releases must be supplied at no additional charge to the CCLS.				
<i>Vendor comments:</i>					
11.9. Implementation and Installation Requirements					
11.9.1.	The self-check stations will first be implemented with the CCLS' Horizon system. There will be no additional charge to support CCLS's migration and integration with its selected new integrated library system.				
<i>Vendor comments:</i>					
11.9.2.	The proposed system must be configured and installed according to a schedule determined in coordination with the CCLS staff to minimize disruption.				
<i>Vendor comments:</i>					
11.9.3.	Vendor must also be available for consultation on placement of hardware to accommodate network infrastructure, power and ventilation requirements, building restrictions, etc., and to maximize the workflow, staffing and customer convenience issues.				
<i>Vendor comments:</i>					
11.10. FUTURE SERVICES: RFID Services The CCLS plans to implement RFID in the next several years. Please provide information as to your system's current RFID software and hardware (detection systems, staff station readers, cataloging stations, portable handheld readers, book return systems, etc.					
11.9.4.	The vendor's RFID system must be ISO 15693 18000-3 Mode 1 Compliant and must use Reader Talks First (RTF) Architecture.				
<i>Vendor comments:</i>					
11.9.5.	The vendor's system must provide RFID tags that operate at a frequency of 13.56 MHz. If not, specify frequency.				
<i>Vendor comments:</i>					
11.9.6.	The vendor's system must provide RFID tags with 1024 bits of memory.				
<i>Vendor comments:</i>					
11.9.7.	All data other than the SID on the re-writable RFID tag, including the item identifier field, must be fully rewriteable.				

Functionality Requirements		A	D	P	N
<i>Vendor comments:</i>					
11.9.8.	The vendor's RFID tags must have an operating range of -25°C to 70°C (-13°F to 158°F).				
<i>Vendor comments:</i>					
11.9.9.	The vendor's system must offer RFID Tags that utilize the RTF (Reader Talks First) Architecture. The proposed Tag must also be compatible with use of the AFI Security Model.				
<i>Vendor comments:</i>					
11.9.10.	The vendor's RFID system must offer a clear migration path to the ISO tag data format standard when it is announced.				
<i>Vendor comments:</i>					
11.9.11.	The vendor's detection system should be approved by UL for safety to library patrons and staff. The entire system (not various components) shall be approved. As verification of UL certification of the entire device, the UL mark shall be displayed on the serial plate of the equipment. Bidder shall provide a copy of the UL certificate for the complete detection system.				
<i>Vendor comments:</i>					
11.9.12.	The vendor's detection system gates must be capable of detecting items when placed from a minimum of thirty-six inches to up to ten feet apart from one another.				
<i>Vendor comments:</i>					
11.9.13.	The vendor's detection system must be able to perform optimally when located within 12 inches of a steel beam.				
<i>Vendor comments:</i>					
11.9.14.	The vendor's detection system must be shielded from external interference from light fixtures, elevator motors, etc.				
<i>Vendor comments:</i>					
11.9.15.	The vendor's detection system must include a patron counter which can be reset by library staff and can display incoming counts, outgoing counts and total counts for both directions.				
<i>Vendor comments:</i>					
11.9.16.	The vendor's detection system must be able to issue visible and audible warnings.				
<i>Vendor comments:</i>					
11.9.17.	The vendor's detection system must immediately trigger an alarm when RFID tags with theft or a security status are "on".				
<i>Vendor comments:</i>					

Functionality Requirements		A	D	P	N
11.9.18.	The vendor's detection system must have the option to only trigger an alarm when a patron is present in the corridor.				
<i>Vendor comments:</i>					
11.9.19.	The vendor's detection system must have corridor-specific alarming.				
<i>Vendor comments:</i>					
11.9.20.	The vendor's detection system must provide item security even the when the Library's integrated library system (ILS) host system or network is off-line or not functioning.				
<i>Vendor comments:</i>					
11.9.21.	The proposed system must offer multiple install options, including: <ul style="list-style-type: none"> • Direct mount w/ ADA compatible threshold plate • Base plate, only minor floor modification (e.g. drilling - required for installation) • Buried cables (recessed conduit under finished floor) 				
<i>Vendor comments:</i>					
11.9.22.	The successful bidder should offer a 100% performance guarantee. If the vendor's detection system does not perform to the level of performance specified in the specification document for this product, the vendor must either make the system meet the specified performance level or refund the entire purchase price and remove the system at no charge to the library.				
<i>Vendor comments:</i>					
11.9.23.	The vendor's detection system must have multiple finish options available to match the décor of the library. Provide samples.				
<i>Vendor comments:</i>					
11.9.24.	The vendor's detection system must have multiple alarm light color configuration options.				
<i>Vendor comments:</i>					
11.9.25.	The vendor's detection system must have the capability to read 3 or more tag data formats.				
<i>Vendor comments:</i>					
11.9.26.	The vendor's detection system must have a low-power consumption mode.				
<i>Vendor comments:</i>					
11.9.27.	The vendor's detection system should only require a single data connection for up to 4 corridors.				
<i>Vendor comments:</i>					
11.9.28.	The vendor's detection system must have an option to connect to				

Functionality Requirements		A	D	P	N
	the network wirelessly.				
<i>Vendor comments:</i>					
11.9.29.	The vendor's detection system must have the option to only alarm when a patron is exiting the library.				
<i>Vendor comments:</i>					
11.9.30.	The vendor's theft detection system's audible alarm volume must be adjustable by staff.				
<i>Vendor comments:</i>					
11.9.31.	The vendor's detection system must have an on/off key switch.				
<i>Vendor comments:</i>					
11.9.32.	The vendor's detection system's alarm duration is adjustable.				
<i>Vendor comments:</i>					
11.9.33.	Vendor must be willing to work with the CCLS chosen integrated library system vendor to resolve any RFID-ILS functionality problem.				
<i>Vendor comments:</i>					
11.9.34.	The proposed staff circulation workstation must have a thin (less than 5/8") reader pad that provides easy installation.				
<i>Vendor comments:</i>					
11.9.35.	The proposed staff circulation workstation shall be compatible with Library's standard circulation desk computers, barcode scanners, and receipt printers.				
<i>Vendor comments:</i>					
11.9.36.	The proposed staff circulation workstation must be attractive and contemporary, and be able to be integrated into Library's own furniture.				
<i>Vendor comments:</i>					
11.9.37.	The proposed staff circulation workstation must be able to mount in, on, or under the work surface of a circulation station.				
<i>Vendor comments:</i>					
11.9.38.	The proposed staff circulation workstation readers must function when positioned under existing CCLS slate, granite, wooden or laminate-topped desks.				
<i>Vendor comments:</i>					
11.9.39.	The proposed staff circulation workstation must have an RFID read range of 8 inches minimum for book tags.				
<i>Vendor comments:</i>					
11.9.40.	The proposed staff circulation workstation must provide dual				

Functionality Requirements		A	D	P	N
	function: capable of processing RFID tags or bar codes in the same circulation transaction.				
<i>Vendor comments:</i>					
11.9.41.	The proposed staff circulation workstation readers must be able to read tags and display the information contained on the tag.				
<i>Vendor comments:</i>					
11.9.42.	The proposed staff circulation workstation must be able to be used for charge and discharge of library materials.				
<i>Vendor comments:</i>					
11.9.43.	The proposed staff circulation workstation must simultaneously process multiple RFID-tagged items for check-in/out.				
<i>Vendor comments:</i>					
11.9.44.	The proposed staff circulation workstation must provide a displayed count of the number of items processed simultaneously to ensure complete check-in/out transaction processing.				
<i>Vendor comments:</i>					
11.9.45.	The proposed staff circulation workstation must use an anti-collision algorithm that does not limit the number of tags which can be simultaneously identified and read up to 8 inches high with a book tag.				
<i>Vendor comments:</i>					
11.9.46.	The proposed system must have the ability to read, program, and reprogram RFID tags.				
<i>Vendor comments:</i>					
11.9.47.	The proposed staff circulation workstation must not require mouse activations to process most items.				
<i>Vendor comments:</i>					
11.9.48.	The proposed staff circulation workstation must allow configuration of item identifier parameters to automatically prevent programming of partially scanned or incorrectly scanned barcodes.				
<i>Vendor comments:</i>					
11.9.49.	The proposed staff circulation workstation must have a "hot key" feature that can be set up to mimic the Integrated Library System (ILS) F – Key setup so there is only one key stroke to change the system from check-out to check-in module.				
<i>Vendor comments:</i>					
11.9.50.	The proposed staff circulation workstation must have the option to integrate into an ILS circulation client so that it accepts and responds to commands from the ILS client.				

Functionality Requirements		A	D	P	N
<i>Vendor comments:</i>					
11.9.51.	The proposed staff circulation workstation must have the option to allow the ILS circulation client to turn on or off security without requiring any additional steps.				
<i>Vendor comments:</i>					
11.9.52.	The proposed staff circulation workstation must be able to process sets and provide a notification if a missing part is detected. Please describe how this functionality works.				
<i>Vendor comments:</i>					
11.9.53.	The proposed staff circulation workstation must be able to block or prompt the user on sets with missing parts prior to sending data to the ILS. This capability must be configurable. Please describe how this functionality works.				
<i>Vendor comments:</i>					
11.9.54.	The proposed staff circulation workstation must permit configuration of RFID reader power to limit read range if desired by the user.				
<i>Vendor comments:</i>					
11.9.55.	The proposed staff circulation workstation must permit the operator to access commands to set or reset tag security independent of the ILS.				
<i>Vendor comments:</i>					
11.9.56.	The proposed staff circulation workstation must be configurable to turn off the reader transmitter when the ILS is not requesting RFID reads.				
<i>Vendor comments:</i>					
11.9.57.	The proposed staff circulation workstation must be able to read multiple tag data formats without impacting performance.				
<i>Vendor comments:</i>					
11.11. FUTURE SERVICES: Media Security					
11.11.1.	Provide information on the vendor's integrated media security systems, as well as pricing for such equipment.				
<i>Vendor comments:</i>					

12. Mandatory Cost Forms

- 12.1. Proposers must submit a budget narrative and detail, plus use the mandatory cost form below detailing the costs for services, equipment and software. Travel and other expenses such as shipping shall be specified, included and itemized where applicable. This section must also include a proposed schedule of payment based on task/activity completion.

- 12.2. Equipment, software or services to be purchased from other agencies, consultants, subcontractors or others must be specified.
- 12.3. Cost quotes and payment terms should be included for all services, software and equipment.
- 12.4. Use the table below to indicate the costs for the various components.
 - If your system does not have a specific line item, indicate that with an N/A in the appropriate columns.
 - Please add items to the cost table if you have items which do not fit into the specific categories.
 - Costs for all modules and optional functionality need to be included in the cost table.
 - Prices for the initial purchase, implementation and 7 years of maintenance should be included for each item.

Description 9 Self-Check Stations with option to purchase up to 6 more.	Not Available (X)	Initial-- Within 6 mos. of contract Signing	Year 1 Within 12 mos. of contract signing	Year 2 Within 13-24 mos. of contract signing	Year 3 Within 26-36 mos. of contract signing	Year 4 Within 37-48 mos. of contract signing	Year 5 Within 49-60 mos. of contract signing	Year 6 Within 61-72 mos. of contract signing	Year 7 Within 73-84 mos. of contract signing
SUMMARY									
Software									
Hardware									
Installation									
Installation Services									
Training Services									
4 Gressco KwikCase Security Removers									
At CCLS Option: Cabinetry/Kiosk for 2 workstations, provide pictures, dimensions and pricing for available options									
At CCLS Option: Central Management Software									
At CCLS Option: Additional Self-Check Stations cost (up to 6)									
At CCLS Option: Additional Gressco KwikCase Security Removers (up to 11)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
TOTAL									

APPENDIX A - NOTICE OF INTENT TO RESPOND

**Self-Check Stations for
Cumberland County Library System**

Directions:

Please complete and return this form no later than Monday, January 14, 2013.

Fax forms to 717-240-7770

Or,

Mail forms to Jonelle Darr, Cumberland County Library System, 1601 Ritner Highway, Suite
100, Carlisle, PA 17013-9380

Or,

E-Mail forms to jdarr@ccpa.net

Name of Firm Responding to Request for Proposal: _____

Name of Contact Person: _____

Telephone Number of Contact Person: _____

Email Address of Contact Person: _____

Signature of Company Representative: _____

APPENDIX B - NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____
(Title) (Entity Name)
and that I am authorized to make this affidavit on behalf of said entity.

I state that:

1. The price(s) and amount(s) of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

2. Neither the price(s) nor the amount(s) of this proposal, and neither the approximate price(s) nor approximate amount(s) of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before proposal opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding to this contract, or to submit a bid higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. _____, its affiliates, subsidiaries, officers,
(Entity)
directors, and employees are not currently under the investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to responding to any public contract, except as follows:

NON-COLLUSION AFFIDAVIT

I state that _____ understands and (Name of Firm) acknowledges that the above representations are material and important, and will be relied on by the Cumberland County Library System in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Cumberland County Library System of the true facts relating to the submission of proposals for this contract.

Name and Company Position

Sworn to me and subscribed before me this _____ day of _____, 201_.

APPENDIX C - ADHERENCE STATEMENT

It is understood, and agreed that all that precedes this statement is accepted. I affirm, on behalf of this company, corporation, agency, or entity that same are and will be adhered to:

Company

Authorized Signature and Title

Address of Company

Print Name and Title of Signer

City, State and Zip Code

EXHIBIT A — TECHNOLOGY AGREEMENT FOR CUMBERLAND COUNTY LIBRARY SYSTEM, PA

(Sample)

Department:

Contact Person & Phone:

The undersigned vendor (herein, Vendor) agrees to sell to Cumberland Library System Library System (herein, Library System), and Library System agrees to purchase, the technology and/or technological services as more fully described on Exhibit "A," incorporated herein, for the price(s) specified and payable upon the terms and conditions as more fully described on Exhibit "A."

1. TIME OF PERFORMANCE. Unless otherwise specified, Vendor shall perform this Agreement within 30 days of the Effective Date as defined in Exhibit B.
2. CONTRACT DOCUMENTS. The contract documents shall consist of this Technology Agreement (Agreement), supplemented by Exhibits "A" and "B" attached hereto, and all documents listed in the Notice of Award of Contract issued by the CCLS System. If the bid includes post-warranty service and maintenance requirements, those services shall be governed by Exhibit "B" and any other Exhibits attached hereto.
3. STANDARD TERMS AND CONDITIONS. The Standard Contract Terms and Conditions for technology purchases by Cumberland County Library System are attached hereto as Exhibit "B," and incorporated herein.
4. COVENANTS AND WARRANTIES. In addition to the warranties and covenants set forth in Exhibit "B," Vendor shall transfer to Library System all applicable manufacturer's or developer's warranties.
5. DELIVERY. Vendor shall deliver all item(s) F.O.B. Destination to the address specified by Library System.
6. BAILMENT LEASE/FINANCING CONTRACT. In the event the items to be delivered to Library System pursuant to this contract will be subject to a lease, bailment lease, financing contract, security agreement or other loan arrangement, Vendor shall submit a written copy of such instrument or document to Library System for its review and approval prior to Library System's entry into this Agreement.
7. TERMINATION. The termination rights of the parties are set forth in Exhibit "B."
8. NO WAIVER. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged herewith.

9. GENERAL. This Agreement and its Exhibits supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof and constitute the entire agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

10. SOFTWARE. This Agreement is for:
 - Software License (with or without Maintenance Agreement):** Library System will be licensing from the Vendor.

 - Software Development Agreement:** Software the CCLS System needs does not already exist and Vendor is engaged to develop it.

11. CONTROLLED ACCESS. Remote access will be provided by Cumberland County Library System and must proceed according to its approved process. Vendors may not install remote access software on Library System systems or networks without prior written approval from the Executive Director of the Cumberland County Library System.

12. SOFTWARE PATCHES. Library System will patch all Windows systems after patch releases unless notified by the Vendor of a problem with their system/software and the patch. Vendors must provide the CCLS System with a patching plan that meets the CCLS System's standard or is approved by the Executive Director. At the time of purchase/licensing, the Vendor must provide the CCLS System with its patch cycle. A means to verify successful installation of patches shall be included. In addition, the Vendor must provide a back-up plan and must provide a means to audit or verify the process.

13. SECURE INSTALLATIONS. All installations must be certified to be secure by a third party vendor or must pass a Nessus vulnerability assessment, as the CCLS System may determine. Any security failure shall be addressed prior to the product being moved into production or placed on the CCLS System's system, as the case may be.

14. SECURITY LOGGING. All systems must log security events. Logging capability shall be included in the installation.

15. APPLICATION STANDARDS; DATA TRANSFERABILITY. If the technology is a cloud/SaaS application or service, the following shall apply:
 - A. All data is owned by Cumberland County Library System.

 - B. No data may be shared with or sold to a third party without the express written permission from the CCLS System Executive Director.

 - C. Data must be housed in the continental United States.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 201_.

ATTEST:
VENDOR:

By: _____

CUMBERLAND COUNTY LIBRARY SYSTEM:

Jonelle Prether Darr, Executive Director

By: _____
Nancy J. George, President

EXHIBIT B: STANDARD CONTRACT TERMS AND CONDITIONS FOR TECHNOLOGY PURCHASES BY CUMBERLAND COUNTY LIBRARY SYSTEM, PENNSYLVANIA

- TERM OF CONTRACT.** The term of the Contract shall commence on the Effective Date, as defined below, and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be fixed by the CCLS System after the Contract has been fully executed by the Vendor and by the CCLS System and all approvals required by Library System contracting procedures have been obtained. The Contract shall not be a legally binding contract until after the Effective Date is affixed and the fully executed Contract has been sent to the Vendor. The CCLS System shall issue a written Notice of Award to the Vendor directing the Vendor to start performance on a date which is on or after the Effective Date. The Vendor shall not start the performance prior to the date set forth in the Notice of Award and the CCLS System shall not be liable to pay the Vendor for any performance or expenses incurred before the date set forth in the Notice of Award. Delivery shall be made within 30 days unless otherwise specified in the Contract. No Library System employee has the authority to verbally direct the commencement of any performance under this Contract.
- INDEPENDENT CONTRACTOR.** In performing the Contract obligations, the Vendor will act as an independent contractor and not as an employee or agent of the CCLS System.
- COMPLIANCE WITH LAW.** The Vendor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.
- ENVIRONMENTAL PROVISIONS.** In the performance of the Contract, the Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.
- COMPENSATION/EXPENSES.** The Vendor shall be required to provide the items specified in the Contract at the price(s) quoted in the Contract.
- INVOICES.** Unless otherwise specified in the Contract, the Vendor shall send an invoice itemized by line item to the CCLS System address referenced in the Contract promptly after delivery. The invoice should include only amounts due under the Contract.
- PAYMENT.** THE CCLS System shall put forth reasonable efforts to make payment by the required payment date. The required payment date is the date on which payment is due under the terms of the Contract. If a date on which payment is due is not specified in the Contract, the CCLS System shall make payment within 30 days of its receipt of a proper invoice. If the date for payment in an invoice is later than the date specified in the contract, the date in the invoice shall control. Unless otherwise agreed by the CCLS System, no payment shall be required prior to delivery. Payment should not be construed by the Vendor as acceptance of the items delivered or the service performed by the Vendor. The CCLS System reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject any or all Contract items if such post-payment testing or inspection discloses any defect or a failure to meet specifications. The Vendor agrees that the CCLS System

may set off the amount of any other obligation of the Vendor or its subsidiaries to the CCLS System against any payments due the Vendor under any contract with the CCLS System.

8. **TAXES.** THE CCLS System is exempt from all excise taxes imposed by the Internal Revenue Service. The CCLS System is also exempt from Pennsylvania state sales tax. Nothing in this paragraph is meant to exempt a construction Vendor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.
9. **WARRANTY.** The Vendor warrants that all items furnished by the Vendor, either itself or through its agents and subcontractors, shall be free and clear of any defects in workmanship or materials. The Vendor shall pass through to the CCLS System the manufacturer's warranties for all Contract items. The Vendor warrants that all items meet the requirements of the bid documents or purchase order. The warranty period for a Contract item shall commence upon expiration of the acceptance period.
10. **DELIVERY.** The Vendor shall deliver all items F.O.B. Destination to the CCLS System address specified in the Contract. Unless otherwise specified in the Contract, the Vendor shall deliver all items within a reasonable time, not to exceed 30 calendar days after receipt of the Notice of Award or of any order. Time is of the essence in the performance of this Contract and, in addition to any other remedies, the CCLS System may terminate the Contract for failure to make delivery as specified in this Contract. The Vendor shall bear the risk of loss, injury or destruction of the items prior to receipt by the CCLS System. The Vendor also agrees that such loss, injury or destruction shall not release the Vendor from any of its obligations.
11. **PATENT, COPYRIGHT AND TRADEMARK INDEMNITY.** The Vendor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: (a) the design of any product or legal process provided or used in the performance of the Contract which is covered by right duly authorized by state or federal law; or (b) any copyrighted matter in any report, document or other material provided to the CCLS System under the Contract. The Vendor shall defend any suit or proceeding brought against the CCLS System on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the CCLS System shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the CCLS System may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the CCLS System at the Vendor's written request, it shall be at the Vendor's expense, but the responsibility for such expense shall be only that within the Vendor's written authorization. The Vendor shall indemnify and hold the CCLS System harmless from all damages, costs and expenses, including attorney's fees, that the Vendor or the CCLS System may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Vendor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Vendor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-

infringement equal performance products or modify them so that they are no longer infringing. If the Vendor is unable to do any of the preceding, the Vendor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the CCLS System, only those items of equipment or software which are held to be infringing and to pay the CCLS System: (1) any amounts paid by the CCLS System towards the purchase of the product, less straight line depreciation; (2) any license fee paid by the CCLS System for the use of any software, less an amount for the period of usage; and (3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Vendor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Vendor without its written consent.

12. **OWNERSHIP RIGHTS.** The CCLS System shall have unrestricted authority to reproduce, distribute and use any submitted Report, data or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the CCLS System as part of the performance of the Contract.
13. **ASSIGNMENT OF ANTITRUST CLAIMS.** The Vendor and the CCLS System recognize that in actual economic practice overcharges by the Vendor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the CCLS System. As part of the consideration for the award of the Contract, and intending to be legally bound, the Vendor assigns to the CCLS System all right, title and interest in and to any claims the Vendor now has or may acquire under state or federal antitrust laws relating to the products and services which are the subject of this Contract.
14. **HOLD HARMLESS PROVISION.** The Vendor shall hold the CCLS System harmless from, and indemnify the CCLS System against, any and all claims, demands and actions based upon or arising out of this Contract or the items purchased by Library System, and the Vendor and its employees and agents shall, at the request of the CCLS System, defend any and all actions brought against the CCLS System based upon any such claims or demands. Vendor's duty to indemnify and hold harmless shall extend to and include the CCLS System's attorneys fees and costs in any proceeding brought by Library System to enforce the provisions of this Paragraph.
15. **AUDIT PROVISIONS.** THE CCLS System shall have the right, at reasonable times and at a site designated by the CCLS System, to audit the books, documents and records of the Vendor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Vendor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Vendor shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Vendor shall give full and free access to all records to the CCLS System and or their authorized representatives.
16. **DEFAULT.**
 - A. The CCLS System may, subject to the provisions of Paragraph 16, Force Majeure, and in addition to its other rights under the Contract, declare the Vendor in default by written notice thereof to the Vendor, and terminate (as provided in Paragraph 17, Termination Provisions) the whole or any part of this Contract for any of the following reasons:

- (1) Failure to deliver the awarded items within the time specified in the Contract or as otherwise specified;
 - (2) Improper delivery;
 - (3) Failure to provide an item on terms conforming with the specifications referenced in the Invitation for Bids or quote;
 - (4) Delivery of a defective item;
 - (5) Failure or refusal to remove and replace any items rejected or defective or nonconforming within fifteen (15) days after notification;
 - (6) Insolvency or bankruptcy;
 - (7) Assignment made for the benefit of creditors;
 - (8) Failure to protect, to repair or to make good any damage or injury to property; or
 - (9) Breach of any provision of the Contract.
- B. In the event that the CCLS System terminates this Contract in whole or in part as provided in Subparagraph A above, the CCLS System may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated and the Vendor shall be liable to the CCLS System for any additional costs for such similar or identical items included within the terminated part of the Contract and all reasonable expenses incurred by Library System in procuring the items.
- C. If the Contract is terminated in whole or in part as provided in Subparagraph A above, the CCLS System, in addition to any other rights provided in this paragraph, may require the Vendor to transfer title and deliver immediately to the CCLS System, in the manner and to the extent directed by the CCLS System, such partially manufactured or delivered items as the Vendor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for any partially manufactured or delivered items accepted by the CCLS System shall be in an amount agreed upon by the Vendor and the CCLS System. The CCLS System may withhold from amounts otherwise due the Vendor for such partially manufactured or delivered items, such sum as the CCLS System determines to be necessary to protect the CCLS System against loss.
- D. The rights and remedies of the CCLS System provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- E. The CCLS System's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the CCLS System of its rights and remedies in regard to the event of default or any succeeding event of default.

18. **FORCE MAJEURE.** Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade and freight embargoes.

The Vendor shall notify the CCLS System orally within five (5) days and in writing within ten (10) days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Vendor shall have the burden of proving that such causes delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the CCLS System may reasonably request. After receipt of such notification, the CCLS System may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the CCLS System by notice to the Vendor, may suspend all or a portion of the Contract.

19. TERMINATION PROVISIONS. THE CCLS System has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Vendor.

- A. **Termination for Convenience.** The CCLS System shall have the right to terminate the Contract for its convenience and without any cause, at any time the CCLS System determines termination to be in its best interest. The Vendor shall be paid for items satisfactorily delivered prior to the effective date of the termination, but in no event shall the Vendor be entitled to continue deliveries thereafter without Library System's prior written consent.
- B. **Termination for Cause.** The CCLS System shall have the right to terminate the Contract for Vendor default under Paragraph 17, Default, upon written notice to the Vendor. The CCLS System shall also have the right, upon written notice to the Vendor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the CCLS System erred in terminating the Contract for cause, then, at the CCLS System's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 19A.

20. CONTRACT CONTROVERSIES.

- A. In the event of a controversy or claim arising from the Contract, the Vendor must, within six months after the cause of action accrues, file a written claim with the CCLS System for a determination. The claim shall state all grounds upon which the Vendor asserts a controversy exists. If the Vendor fails to file a claim or files an untimely claim, the Vendor is deemed to have waived its right to assert a claim in any forum.
- B. The CCLS System shall review timely filed claims and issue a final determination in writing regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the CCLS System and the Vendor. The CCLS System shall send its written determination to the Vendor. If the CCLS System fails to issue a final determination within the 120-day period (unless extended by consent of the parties), the claim shall be deemed denied. The CCLS System's determination shall be its final order.

- C. Within fifteen 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, the Vendor may file litigation in the Court of Common Pleas of Cumberland Library System. The Vendor agrees that venue and jurisdiction in that court shall be exclusive. No claim shall be filed after this time period has expired. Pending a final judicial resolution of a controversy or claim, the Vendor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the CCLS System and the CCLS System shall compensate the Vendor pursuant to the terms of the Contract.

21. ASSIGNABILITY AND SUBCONTRACTING.

- A. Subject to the terms and conditions of this Paragraph 21, this Contract shall be binding upon the parties and their respective successors and assigns.
- B. The Vendor shall not subcontract with any person or entity without the prior written consent of the CCLS System, which consent maybe withheld at the sole and absolute discretion of the CCLS System.
- C. The Vendor may not assign, in whole or in part, this Contract or its rights, duties, obligations or responsibilities hereunder without the prior written consent of the CCLS System, which consent may be withheld at the sole and absolute discretion of the CCLS System.
- D. Notwithstanding the foregoing, the Vendor may, without the consent of the CCLS System, assign its rights to payment to be received under the Contract, provided that the Vendor provides written notice of such assignment to the CCLS System together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- E. For the purposes of this Contract, the term assign shall include, but shall not be limited to, the sale, gift, assignment, pledge or other transfer of any ownership interest in the Vendor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- F. Any assignment consented to by the CCLS System, other than an assignment of payment as specified in subparagraph D of this Paragraph 21, shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations and responsibilities being assigned.
- G. A change of name by the Vendor following which the Vendor's federal identification number remains unchanged shall not be considered to be an assignment hereunder. The Vendor shall give the CCLS System written notice of any such change of name.

22. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE. During the term of the Contract, the Vendor agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Vendor, subcontractor or any person acting on behalf of the Vendor or subcontractor shall not by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. Neither the Vendor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed or color.
- C. The Vendor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Vendor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- E. The Vendor and each subcontractor shall furnish all necessary employment documents and records to, and permit access to, its books, records and accounts by the CCLS System for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination Sexual Harassment Clause. If the Vendor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the CCLS System.
- F. The Vendor shall include the provisions of this Nondiscrimination Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- G. The CCLS System may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the CCLS System may proceed with debarment or suspension.

23. VENDOR INTEGRITY PROVISIONS.

- A. For purposes of this Paragraph only, the words “confidential information,” “consent,” “Vendor,” “financial interest” and “gratuity” shall have the following definitions.
 - (1) Confidential information means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair unethical or illegal advantage to another desiring to contract with the CCLS System.

- (2) Consent means written permission signed by a duly authorized officer or employee of the CCLS System, provided that where the material facts have been disclosed in writing by prequalification, bid, proposal or contractual terms, the CCLS System shall be deemed to have consented by virtue of execution of this agreement.
 - (3) Vendor means the individual or entity that has entered into the Contract with the CCLS System, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - (4) Financial interest means
 - (a) Ownership of more than a five percent interest in any business or
 - (b) Holding a position as an officer, director, trustee, partner, employee, or the like or holding any position of management.
 - (5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- B. The Vendor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of local, state or federal laws, regulations or other requirements that govern contracting with the CCLS System.
 - C. The Vendor shall not disclose to others any confidential information gained by virtue of the Contract.
 - D. The Vendor shall not, in connection with this or any other agreement with the CCLS System, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the CCLS System.
 - E. The Vendor shall not, in connection with this or any other agreement with the CCLS System, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the CCLS System.
 - F. Except with the consent of the CCLS System, neither the Vendor nor anyone in privity with him or her shall accept, or agree to accept from, or give, or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
 - G. Except with the consent of the CCLS System, the Vendor shall not have a financial interest in any other Vendor, subcontractor or supplier providing services labor or material on this project.

- H. The Vendor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the CCLS System in writing.
 - I. The Vendor acknowledges the following Library System Gift Policy. No Library System employee or official, any member of his immediate family or any business in which he has a principal interest, shall accept any gift, gratuity or favor from any source doing or seeking to do business with the CCLS System or attempting to influence the judgment of such employee or official. Except as otherwise prohibited by law, the foregoing shall not prohibit any office or department from accepting any gift, gratuity or favor of a fair market value (regardless of cost to the donor) of one hundred (\$100.00) dollars or less, provided the gift, gratuity or favor shall be physically retained in the office or department and made available for the use or enjoyment of all employees of the office or department, and provided further, only one such gift from the same donor may be accepted annually. Any offer to an office or department of a gift, gratuity or favor of a fair market value in excess of one hundred (\$100.00) dollars shall be referred to the Board of Commissioners which shall determine at a public meeting whether to accept or reject such gift, gratuity or favor on behalf of the CCLS System.
 - J. The Vendor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
 - K. For violation of any of the above provisions, the CCLS System may terminate this and any other agreement with the Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Vendor to complete performance hereunder and debar and suspend the Vendor from doing business with the CCLS System. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the CCLS System may have under law, statute, regulation or otherwise.
24. **VENDOR RESPONSIBILITY PROVISIONS.** The Vendor certifies, for itself and all its subcontractors, that as of the date of its execution of the Contract, that neither the Vendor nor any subcontractor nor any suppliers are under suspension or debarment by the CCLS System or any governmental entity, instrumentality or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the CCLS System if, at any time during the term of the Contract, it or any of its subcontractors are suspended or debarred by the CCLS System, the state or federal governments, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment. The failure of the Vendor to notify the CCLS System of its suspension or debarment by the CCLS System, the state, any other state or the federal government shall constitute an event of default of the Contract with the CCLS System.
25. **AMERICANS WITH DISABILITIES ACT.** Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. § 35.101, *et seq.*, the Vendor understands and agrees that it shall not cause any individual with a disability to be excluded

from participation in this Contract, or from activities provided for under this Contract, on the basis of the disability. As a condition of accepting this contract, the Vendor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act, which are applicable to all benefits, services, programs and activities provided by the CCLS System through contracts with outside Vendors. The Vendor shall be responsible for and agrees to indemnify and hold harmless the CCLS System from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the CCLS System as a result of the Vendor's failure to comply with the provisions of this Paragraph.

26. HAZARDOUS SUBSTANCES. The Vendor shall provide information to the CCLS System about the identity and hazards of hazardous substances supplied or used by the Vendor in the performance of the Contract. The Vendor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 *et seq.*

A. **Labeling.** The Vendor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Vendor is clearly labeled, tagged or marked with the information listed in clauses (1) through (4):

(1) Hazardous substances:

- (a) The chemical name or common name,
- (b) A hazard warning, and
- (c) The name, address and telephone number of the manufacturer.

(2) Hazardous mixtures:

- (a) The common name, but if none exists, then the trade name, The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
- (c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,(d) A hazard warning, and(e) The name, address and telephone number of the manufacturer.

(3) Single chemicals:

- (a) The chemical name or the common name,
- (b) A hazard warning, if appropriate, and
- (c) The name, address and telephone number of the manufacturer.

(4) Chemical Mixtures:

- (a) The common name, but if none exists, then the trade name,
- (b) A hazard warning, if appropriate,(c) The name, address and telephone number of the manufacturer, and(d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical or mixture involved.

Container labels shall provide a warning to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- (1) NFPA 704, identification of the Fire Hazards of Materials.
- (2) National Paint and Coatings Association Hazardous Materials Identification System.
- (3) American Society for Testing and Materials Safety Alert Pictorial Chart.
- (4) American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container or package so that employees can easily identify the substance or mixture present therein.

- C. **Material Safety Data Sheet.** The Vendor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The CCLS System must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Vendor shall provide an appropriate MSDS, if the manufacturer, importer or supplier produces or possesses the MSDS. The Vendor shall also notify the CCLS System when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container or package mailed to the CCLS System at the time of shipment.

27. **APPLICABLE LAW.** This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Vendor consents to the sole and exclusive jurisdiction of the Court of Common Pleas of Cumberland Library System and any Pennsylvania state appellate court, waiving any claim or defense that such forum is not convenient or proper. The Vendor agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. **INTEGRATION.** The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent representative, employee or officer of either the CCLS System or the Vendor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and

conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

- 29. CHANGES.** The CCLS System reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: (1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; (2) to make changes to the supply within the scope of the Contract; (3) to notify the Vendor that the CCLS System is exercising any Contract termination, renewal or extension option; or (4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be in writing signed by the CCLS System. The change shall be effective as of the notification of change, unless the change specifies a later effective date. Such increases, decreases, changes or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Vendor agrees to provide the supply in accordance with the change. Any dispute by the Vendor in regard to the performance required by any notification of change shall be handled through Paragraph 20, Contract Controversies.

For purposes of this Contract, “change” is defined as a written order signed by the CCLS System directing the Vendor to make changes authorized under this clause.

- 30. INSURANCE REQUIREMENTS.** During the term of the Contract and unless otherwise provided in the Contract, Contractor shall provide and maintain with an insurance company licensed to do business in the State of Pennsylvania, general comprehensive liability insurance, including products and completed operations coverages (if applicable) and motor vehicle insurance sufficient to satisfy any and all claims arising under this contract. Such coverage shall be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate and Workers’ Compensation insurance as required by law, for any injury or damage arising out of the provisions of service pursuant to the terms of this agreement. The Contractor shall accept full responsibility for the payment of premiums for Worker’ Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by law for employees who are performing services specified by this agreement. Contractor shall immediately provide notice to the CCLS System of cancellation of insurance.

Additional Special Terms and Conditions for Software Licensing

The following terms and conditions apply to Agreements for software licensing. Where any provision of this Agreement shall conflict with the following terms and conditions, the latter shall control.

- 31.** Vendor grants to Library System a non-exclusive, perpetual, non-transferable license to use the Software and Documentation subject to the terms and conditions of this Agreement. The software is/includes:

- Object code
- Source code
- Interfaces
- Custom programming

- Updates
- Upgrades
- Enhancements
- New releases
- Supplements

32. Vendor warrants that its software and any third party software meet the specifications set forth in the written procurement document.
33. The CCLS System shall have the right to use, reproduce and distribute the software for its purposes and the license granted to Library System shall include these rights. The software may be installed at multiple Library System locations without limitation and no additional license fees shall be payable for multiple locations.
34. The CCLS System may not reverse engineer, disassemble or decompile the Software.
35. Contract agreement timetable shall consist of:

Within 10 days of the effective date of this agreement, Vendor shall schedule implementation of the CCLS's self-check station on a timetable suitable to CCLS. Installation of the CCLS's the stations shall occur no more than 60 days from the effective date of this agreement.

Within 10 days of the effective date of this agreement, Vendor shall schedule training for Library System employees within 30 days before the scheduled go live date, at a time suitable to CCLS;

Vendor shall have performed its obligations under this Agreement in order to enable Library System to commence use of the software no later than June 1, 2013; and

Failure of Vendor to complete its obligations under this paragraph shall be a default under this Agreement and Library System shall be entitled to return the software and receive reimbursement of all monies paid to Vendor including license, support/maintenance, and other fees and this Agreement shall thereupon be deemed null and void.

36. Following proper installation and functioning of the software, the CCLS System shall have 90 days (the acceptance period) to test the Software using test data and/or employing tests to determine whether the Software functions and performs in accordance with the specifications. If, during the acceptance period, Library System identifies any errors or defects in the Software or determines that the Software does not function or perform in accordance with the specifications, Library System shall notify Vendor in writing of the nonconformance. Upon receipt of such notice, Vendor shall have ten (10) business days to cure or correct the deficiencies or defects at its sole expense. Upon Vendor's cure or correction of deficiencies or

defects, Library System shall have a new 90-day acceptance period. Upon Vendor's failure to correct the deficiencies or defects in the original or successive acceptance period, Library System shall be entitled to return the software and receive reimbursement of all monies paid to Vendor, including license, support/maintenance, and other fees, and this Agreement shall thereupon be null and void. The software shall be deemed accepted upon the earlier of (a) written acceptance by Library System, (b) expiration of the applicable acceptance period without a written notice of error or defect, or (c) Library System's productive use of the software for 30 days following expiration of the applicable acceptance period.

37. In addition to all other applicable warranties, including those contained in the Uniform Commercial Code, Vendor warrants as follows:

Vendor owns or has the right to license the Software.

The software is free from defects in design, materials and workmanship.

The Software will operate with the hardware and/or third party software specified by Library System and in accordance with the specifications

If the software is integral to a system, the system will operate free from defects in design, materials, workmanship and in accordance with the specifications.

The software will contain no disabling code. Disabling code is defined as follows: viruses, worms, time bombs, traps, etc., that could (a) disrupt, disable, harm, or otherwise impede the operation of the software or any part of Library System's computer systems, (b) permit any unauthorized party to remotely access, disable or impair the operation of the Software or any part of Library System's computer systems or (c) corrupt or damage Library System's data, storage media, programs, equipment or communications, or otherwise interfere with Library System's operations.

The software is complete, accurate, current and updated with every update, etc. of the Software, at no additional cost to Licensee.

38. All services, inclusive of installation, training, maintenance and support shall be performed in a timely, professional, competent manner by employees or subcontractors who possess the expertise, skills and experience necessary to perform them.
39. The software shall contain safeguards sufficient to prevent unauthorized users from gaining access to the software and/or to Library System's technology systems and/or data.
40. In addition to the other required insurance coverage, Vendor shall carry errors and omissions insurance with minimum primary limits of one million dollars single limit and 3 million dollars

combined single limit (aggregate) during the term of this Agreement and for a period of two years thereafter. Each insurance policy shall name Library System as additional insured and shall provide for 30 days' prior written notice to Library System in the event of cancellation or material alteration. Vendor shall deliver annually to Library System certificates of insurance evidencing the insurance coverage required.

- 41. Vendor shall not be involved in pending litigation with respect to the software that involves claims of breach of warranty, copyright or trademark infringement or other violation of proprietary rights and shall not have been involved in such litigation during the 24 month period preceding date of Agreement.
- 42. Vendor shall transfer or pass on to Library System any warranties Vendor receives from the owner of third party software sublicensed to Library System.
- 43. In the event that a subsequent release of the software removes, disables or limits any feature or functionality of the software being actively used by Library System, Vendor shall modify the software so that the applicable feature or functionality remains available to Library System at no charge to Library System.
- 44. Vendor shall provide six months advance written notice prior to sunseting the software or any component of the software. In the event that Vendor prematurely sunsets any component of the software, Vendor shall refund fees paid to Vendor, based on the schedule below:

<u>Year of Use</u>	<u>Credit/Refund Percentage</u>
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	0%

- 45. The warranty period shall commence upon final acceptance and shall be extended for so long as the software is covered under Vendor's maintenance and support agreement.
- 46. Any unauthorized modification, maintenance or other change to the software by Library System, its agents or employees, shall void all warranties.
- 47. Vendor shall defend, indemnify and hold harmless Library System, its officers, employees, affiliates and agents from claims and damages resulting from a third party claim that Library System's use of the software infringes a patent, trademark or copyright, or misappropriates any trade secret. Vendor shall pay any settlement or award of damages, including Library System's reasonable attorney's fees, based on infringement or misappropriation. In the event a claim is made against Library System, it shall: (a) notify Vendor within 30 days after it is made aware of claim, (b) permit Vendor to control the defense and any settlement, and (c) provide reasonable assistance to Vendor (at its expense). Vendor may, in addition, and at its sole expense (a)

procure for Library System the right to continue to use the software, (b) replace or modify the software with non-infringing software that is functionally equivalent and compatible (all costs related to replacement or modification to be paid by Vendor), and if Library System is unable to accomplish (a) or (b), then (c) terminate this Agreement and refund to Library System all sums paid under the Agreement, including license, support/maintenance, and other fees. Vendor shall have no obligation to indemnify if an infringement or misappropriation claim arises out of (a) modification by Library System of the software not authorized by Vendor or (b) use of software in violation of the Agreement.

48. Vendor agrees not to disclose, use, reproduce, transfer, or exploit confidential information (a) for any purpose other than the performance of its obligations under this Agreement or (b) without the advance written consent of Library System.

Vendor agrees (a) to disclose confidential information to its employees or subcontractors only on a “need to know” basis, and (b) to insure that each employee or subcontractor with access to confidential information executes a nondisclosure agreement containing obligations identical to those set forth in the Agreement.

For the purposes of this paragraph, “confidential information” means all information obtained directly or indirectly by Vendor, in the course of performing its obligation under this Agreement, whether such information is communicated orally, electronically or in writing, or obtained through observation of Licensee’s business. Confidential information does not include: (a) information known to recipient prior to disclosure, (b) information that becomes publicly available other than as a result of breach of this Agreement by recipient, (c) information disclosed to recipient by a third party not subject to a confidentiality obligation, or (d) information independently developed by recipient.

Confidential Information may be disclosed by recipient in compliance with court order, provided the other party is given notice and an opportunity to intervene.

Vendor agrees to exercise at least the same standard of care in protecting Library System’s confidential information as it uses to protect its own confidential information, but no less than a commercially reasonable standard of care.

Vendor information regarding its business information, inventions, confidential know-how and trade secrets shall remain the sole property of Vendor and Library System shall acquire no interest or right with respect thereto.

49. In the event of termination of this Agreement or any maintenance agreement relating to the software, for any reason whatsoever, or upon the expiration of the term of this Agreement, the parties shall work together in good faith to plan an orderly transition to new software. Vendor shall permit Library System to continue to use the software for up to six months following termination or expiration provided Library System shall pay Vendor any monthly rates or charges properly owing.
50. Any maintenance or support contract relating to the software shall be governed by the terms of this Agreement and in the event of conflict, the provisions of this Agreement shall control.

51. At any time after final acceptance, upon request of Library System Vendor shall use its best efforts to respond to and correct any material defects, in accordance with the following:

Severity Level Description	Guaranteed	Correction Time Response Time
1. Severe problem. Software is completely inoperable and unusable by all users and/or prevents the accomplishment of vital business functions;	1 hour	Best efforts to resolve the problem within 4 hours
2. Software Impaired. A major portion of the software is unusable for a group of users. Normal operations may be hampered.	2 hours	Best efforts to resolve the problem within 8 hours
3. An inconvenient problem, not significant to Library System's operations, but causing slight loss of productivity. Library System can temporarily live with the problem.	24 hours	Good faith efforts to resolve within 10 business days.

For severity level 1, Vendor to respond to, diagnose and correct problems twenty-four (24) hours a day, seven (7) days a week, 365 days a year. For severity levels 2 and 3, Vendor to respond to, diagnose and correct problems during normal business hours.

For all severity levels, Vendor to furnish continuous efforts to remedy the failure, malfunction, defect or non-conformity until it has been resolved.

For severity level 1, Vendor to update Library System's management on progress of problem resolution within four (4) hours of Library System's notice of a problem.

Additional Special Terms and Conditions for Software Development

52. The software shall be developed in accordance with the specifications set forth in the written procurement document. If the software development specifications set forth only the function, performance objective and intended use of the software, then Vendor is at full liberty to develop the software according to its own technical specifications as it deems appropriate.
53. Ownership of the software and any interfaces shall be vested in the CCLS System following written final acceptance of the software by Library System. Upon final acceptance of the software, Vendor shall assign in writing to Library System all right, title and interest in and to the end product (sometimes referred to as "Work Product"), including all intellectual property and proprietary rights in the Work Product. Work Product shall include, but not be limited to, notes, records, computer code and files, inventions, improvements, developments and trade secrets. Intellectual property and proprietary rights shall mean any and all (a) rights associated with works of authorship, including but not limited to copyrights and mask works, (b) trademark and

trade name rights, (c) rights in trade secrets, (d) patents, and (e) all applications, registrations, renewals, extensions, etc. in connection therewith.

54. If Vendor is to incorporate into the work product code or content belonging to Vendor, which it will not assign to Library System, then Vendor hereby grants Library System an irrevocable, perpetual, royalty-free license to use that code or content as part of the work product.
55. In addition to all other warranties, Vendor warrants that (a) all work product is original work of Vendor and (b) work product does not infringe upon copyright, patent, trademark, trade secret, or any other intellectual property right of any third party. Library System's remedies for violation of these warranties shall be the same as for violation of other warranties.
56. All of the special terms and conditions of Paragraphs 31 through 51, inclusive, are incorporated by reference as if set forth in full herein.