CITY COUNCIL STAFF REPORT

DATE: June 17, 2009   CONSENT CALENDAR

SUBJECT: AWARD A CONTRACT WITH POLARIS LIBRARY SYSTEMS FOR AN INTEGRATED LIBRARY SOFTWARE SYSTEM

FROM: David H. Ready, City Manager

BY: Library Services

SUMMARY

Today, integrated library systems are the backbone of a library. Integrated library systems are software technology that maintains the library's catalog and all patron records. The Palm Springs Library currently operates the SIRSI integrated library system, a legacy system built on a UNIX platform. The system is slow, outdated, and is not customer friendly. It is also an expensive system to maintain. The Library needs to migrate to a more modern, cost effective, remotely hosted, Windows based integrated library system with full Structured Query Language functionality.

RECOMMENDATION:

1. Waive the competitive requirements of the municipal code and award a contract in a form acceptable to the City Attorney, with Polaris Library Systems of Syracuse, NY to provide a Windows based integrated library system with Structured Query Language capacity in the amount of $89,005 for the first year and annual maintenance costs for years 2 through 5 in the amounts of $17,562, $18,321, $19,322 and $20,268 respectively.

2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Library has been using the SIRSI integrated library system since early 2003. The system has never worked properly because its UNIX platform was outside the skill set of the Library's and the City's Information Techology staff. This has resulted in the database becoming "dirty" with inaccurate records, an inability to print accurate statistics and a cumbersome 3.5 hour weekly back-up procedure that required the Library to open at 10 AM on Fridays. The Library's automation manager has worked diligently with the SIRSI Corporation to improve the system's performance but the system remains marginal in most critical operations. Recently the automation manager accepted the

Item No. **2.N.**

City's incentivized retirement option. When she leaves, no one in the City will have the ability necessary to operate SIRSI at even its present low level of performance.

Replacing SIRSI with a modern system on a Windows platform familiar to City staff will provide a solution which efficiently serves the Library and the public.

There are many providers of integrated library systems, however those Windows based systems with Structural Query Language functionality are few. The Library and Procurement staff conducted research for providers of Windows based integrated library systems and found only two vendors, Polaris and Autographics.
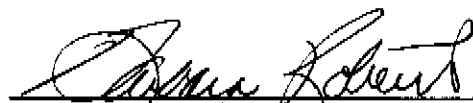
However, only Polaris Library Systems has the Structural Query Language functionality and is the only public library integrated library system that currently runs on a Windows platform. Library staff conducted an on-site demonstration of the Polaris system product and all of the associated modules and found it easy to use because it allows for local library design of the look and search options and does not require an on-site automation manager. It will also provide the ability for the Director and other staff to run reports from their desk computers on demand. For these reasons it is fast becoming one of the most popular integrated library systems in the country.

The one time migration cost is $35,000 less than the annual fully loaded salary of the Library Automation Manager position and annual maintenance costs will be $15,000 per year less than is currently charged by SIRSI for maintenance.
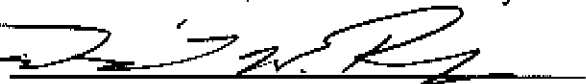
Since it takes approximately six months to migrate to a new integrated library system, speed in approving this contract is of the essence. In this case, staff recommends that the City Council waive the competitive requirements of the municipal code and award this single source purchase of a new integrated library system to Polaris Library Systems.

FISCAL IMPACT:

Total migration costs will be $89,005 (year 1) and will be taken from the Library's accrued Measure Y funds (no impact to the General Fund). Annual maintenance costs will be budgeted in the Library's normal Hardware and Software maintenance account.

_____   _____
Barbara Roberts, Director of Library Services   Tom Wilson, AssistantCityManager

_____
David H. Ready, City Manager

Attachments: 1) Polaris Contract for Hosted Services

POLARIS®

Integrated Library System

CONTRACT
FOR HOSTED SERVICES

June 2nd, 2009

Palm Springs Public Library, Palm Springs, CA

Polaris Library Systems
PO BOX 4903 • SYRACUSE, NY 13221-4903
1-800-272-3414 • FAX 1-315-457-5883 •
http://www.polarislibrary.com

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POLARIS
LIBRARY SYSTEMS

THIS AGREEMENT, is made between GIS Information Systems., Inc. doing business as Polaris Library Systems (a qualified Subchapter S subsidiary of The Croydon Company, Inc.,) a corporation organized under the laws of the State of New York, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein after referred to as "Polaris"), and the Palm Springs Public Library, 300 South Sunrise Way, Palm Springs, CA 92262 (hereinafter referred to as "LIBRARY").

WITNESSETH:

WHEREAS, Polaris has developed a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services, and the LIBRARY intends to purchase and/or license such hardware, software and related services at its location(s);

NOW, THEREFORE the parties mutually agree as follows:

1. **Definitions**
    1.1. "Hosted Services" shall refer to the services listed and set forth under Schedule B herein and which may be modified, added to, or replaced during the term of this Agreement.

    1.2. "Polaris ILS Software" shall refer to all hosted and client applications proprietary to Polaris and provided by Polaris to the LIBRARY under this Agreement.

    1.3. "Polaris ILS Hardware" shall refer to the hardware under the control and ownership of Polaris which is used to provide the Polaris ILS Software and Hosted Services; and which hardware may be modified, added to, or replaced during the term of this Agreement provided that the performance thereof is not thereby caused to degrade.

    1.4. "Polaris ILS Software Materials" shall refer to any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by Polaris as available under license to libraries who have licensed the Polaris ILS Software to which those materials relate.

    1.5. "LIBRARY Equipment" shall refer to the hardware and software, including, but not limited to, those components that enable access to the Internet, which the LIBRARY is required to have in use in order to use and enable the Polaris ILS Software and Hosted Services to be provided in accordance with this Agreement, and which may be provided independently by the LIBRARY or which may be purchased by the LIBRARY as part of this Agreement.

    1.6. "Network" shall refer to all communications hardware and software under the control and ownership of Polaris, and which may be modified, added to, or replaced during the term of this Agreement provided that the performance thereof is not thereby caused to degrade.

    1.7. "System" shall refer to the Polaris ILS Hardware, Polaris ILS Software and Network as the same operate together in the provision of the Hosted Services

    1.8. "Operational Date" is defined as the day on which Polaris and the LIBRARY shall mutually declare in writing use of the Polaris ILS Software and Hosted Services as provided under this Agreement to be available to the LIBRARY.

2. **Furnishing of Deliverables**
    Based on the statistics in Schedule A, which the LIBRARY agrees are reasonably correct as of the date of this Agreement, Polaris will provide Services as detailed in the following Schedules at the fees indicated in Schedule D:

    Schedule B: Hosted Services   04

POLARIS

Schedule C: Polaris ILS Software
Schedule D: Cost Summary
Schedule E: Enhanced Data Content for PAC
Schedule F: PC Workstation Requirements

3. **Installation Schedule**
   3.1. Following the signing of this Agreement, the LIBRARY and Polaris will mutually agree on an Implementation Plan which shall include, but not be limited to, identification of all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task. Upon completion of implementation, both parties shall mutually agree to an Operational Date pursuant to Article 1.8. herein.

4. **Term and Termination**
   4.1. This Agreement is effective upon final signature and for an initial term ending one (1) year from the Operational Date. It shall then be renewed automatically for one-year periods unless the LIBRARY notifies Polaris of its intention not to renew at least ninety (90) days prior to the expiration of the original or any extended term.

   4.2. If either party is considered to be in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such alleged breach, to the other party. The party considered to be in breach of this Agreement will have thirty (30) days after notice is received to cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the party considered to be in breach fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.

   4.3. In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.

   4.4. Subject to the conditions of Article 4.2, if this Agreement is suspended or terminated by the LIBRARY, whether for cause or convenience, then, effective upon the date of suspension or termination, the LIBRARY shall be relieved of further payment obligations, and shall be liable for payment only for those Hosted Services satisfactorily received prior to the date of suspension or termination. If this Agreement is terminated, any pre-paid Software Maintenance and Hosted Services fees shall be refunded to the LIBRARY to the date of termination on a pro-rated basis. If this Agreement is mutually reinstated, then the LIBRARY shall reassume its payment obligations.

5. **Return or Destruction of Licensed Software**
   If this Agreement is terminated, whether for cause or convenience, and the right to continued use of the Polaris ILS Software and Software Materials under the conditions set forth herein is withdrawn, then all Polaris ILS Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the LIBRARY will furnish to Polaris if requested, a certification that through the LIBRARY's best efforts and to the best of the LIBRARY's knowledge, the original and all copies of the

Polaris ILS Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other software materials as authorized herein.

6. Payment

6.1. Costs for the initial term of this Agreement are enumerated in Schedule D herein. Unless specified elsewhere in this Agreement, unit costs for Polaris Software and Services will be held at the quoted rate(s) for 1 year from the execution of this Agreement. Costs for additional Third Party software, hardware and services are subject to change and will be quoted at the then current rate.

6.2. Payment for deliverables shall be made on the Operational Date. Subsequent payments will be made on the annual anniversary of the Operational Date.

6.3. Payment in full on all invoices is due according to the terms of this contract or within 30 days of the invoice date, whichever date is later. Within twenty (20) days of receipt of the invoice, the LIBRARY may serve Polaris with written notice disputing any charge. If the dispute is not resolved within twenty-five (25) days of receipt of said written notice, then either party may file for arbitration.

6.4. In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by the LIBRARY, the LIBRARY agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.

6.5. If failure to pay according to the terms of this Agreement causes this account to be assigned for collection, or causes legal action to be taken, the LIBRARY agrees to pay all costs of collection incurred by Polaris, including court costs and reasonable attorney fees, if the LIBRARY is found to be at fault.

6.6. In the event the Operational Date is other than the first day of the month, the Hosted Services fee will be pro-rated accordingly.
- Any third party subscription service fee will be subject to review, and possible change, on an annual basis commencing one (1) year from the Operational Date.
- The Software Maintenance and Hosted Services fee is subject to change annually, such change commencing one (1) year from the Operational Date and effective upon one hundred and twenty (120) days written notice to the LIBRARY.

Following the initial term of this Agreement, and upon receipt of notification of any such change in the Software Maintenance and Hosted Services fee, the LIBRARY may, with ninety (90) days prior written notice, terminate this Agreement upon the effective date of such increase. Otherwise the new fee will become effective upon the date specified in the notice.

6.7. Polaris reserves the right to offer new goods and/or services at any time during the initial or extended term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, Polaris shall provide the LIBRARY with ninety (90) days written notice of any such offer.

7. Licenses

7.1 Polaris hereby grants to the LIBRARY a non-exclusive, royalty-free license during the term of this Agreement to use the Polaris ILS Software, the Polaris ILS Software Materials, and any ancillary software, solely in conjunction with the Hosted Services as defined in this Agreement. It is declared that the LIBRARY shall have no right to use the same for any other purpose or at any other time.

7.2. No title to or ownership of the Polaris ILS Software or Polaris ILS Software Materials is transferred to the LIBRARY, and they remain the proprietary property of Polaris.

7.3. All licensed Polaris ILS Software and Polaris ILS Software Materials contain Polaris proprietary

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information, use of which is limited by the licenses granted in this Agreement. The LIBRARY shall not allow the Polaris ILS Software or any portion thereof, to be reverse compiled, disassembled, or in any way altered. The LIBRARY shall not modify any licensed Polaris ILS Software in machine-readable form nor merge such Polaris ILS Software with other software programs. The LIBRARY will not disclose or otherwise make available, except as required by law, any licensed Polaris ILS Software Materials in any form to any third party except to the LIBRARY's employees, or to agents directly concerned with licensed use of said materials. The LIBRARY may customize Software Materials and on-line help files, but Polaris disclaims any responsibility for their maintenance.

7.4 Polaris may terminate all proprietary licenses granted hereunder and require return of the Polaris ILS Software Materials upon written notice to the LIBRARY if the LIBRARY fails to comply with these terms and conditions.

8. The LIBRARY's Responsibilities

8.1. The LIBRARY acknowledges the PC Workstation requirements set forth under Schedule F herein, and will assume responsibility for purchasing, installing, configuring and maintaining all other hardware components necessary, including but not limited to:
- hardware Firewall,
- anti-virus software,
- LIBRARY-specific network components and connectivity,
- PC Workstations and maintenance,
- Scanners and maintenance,
- Printers and maintenance,
- Uninterruptible Power Supplies,
- cables,

The LIBRARY will also assume responsibility for determining, in consultation with Polaris, the viability of existing LIBRARY Equipment in conjunction with the System.

8.2. The LIBRARY shall designate no more than two (2) key personnel to act as Polaris' sole point(s) of contact with the LIBRARY following execution of this Agreement.

8.3. The LIBRARY is responsible for providing and maintaining an Internet connection with sufficient bandwidth for reliable operation and support. If required, the LIBRARY will provide Polaris with reliable and immediate remote access via the Internet to any LIBRARY Equipment that directly or indirectly affects the ability of the LIBRARY to access and use the Polaris ILS Software. This access must be sufficient, in Polaris' sole opinion, to satisfy any on-going warranties set forth under this Agreement. Failure by the LIBRARY to provide minimal access via the Internet may result in unresolved performance issues and may void Polaris' obligations with respect to on-going warranties.

8.4. The LIBRARY will accept responsibility for the export of all data files it wishes to migrate to the Polaris Integrated Library System. These files will be provided to Polaris in a format in accordance with the content and format specified in the Polaris Data Migration Guide. This document will be provided at the beginning of your implementation, but may also be requested at any time. Deviation from the specified format may result in additional migration fees. Data will be provided to Polaris through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. The LIBRARY is responsible for arrangements that may need to be made with the vendor of the system from which data is extracted for the data extraction and any documentation that defines the content of the fields in the exported files. The LIBRARY assumes responsibility for any fees that may be incurred from services provided by the vendor for the data export and transfer to Polaris if such services are necessary. The LIBRARY assumes the responsibility of conducting communication between Polaris and other vendors, as necessary, to assure that all conditions for proper file export and transfer are met.

8.5. The LIBRARY will accept responsibility for the data concerning the LIBRARY's system profile and system parameters that it has provided to Polaris based on guidelines for the profile and parameters set by

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Polaris. Polaris agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the LIBRARY and data required for effective functioning of the Polaris Software. Polaris disclaims all responsibility for the use or function of the Polaris Software, or for the results obtained therefrom.

8.6. Pursuant to Article 8.1, the LIBRARY will accept responsibility for the installation, performance and maintenance of all third party hardware/software components on the Polaris ILS that are not supplied by Polaris under this Agreement. Polaris may provide consultation Services or diagnostic support relating to the LIBRARY's use of such third party hardware and software, and shall reserve the right to charge, at the rate of $200 per hour with a minimum $400 charge.

9. **Site Preparation**

It is understood and agreed that the Hosted Service fee does not include any costs with regard to the preparation of the LIBRARY site or the installation of LIBRARY Equipment. The LIBRARY shall, at its own expense, prepare the site to house the LIBRARY Equipment, shall provide suitable electric service for operation of said LIBRARY Equipment.

10. **Privacy of Data**

Polaris agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to the LIBRARY and agrees not to transmit LIBRARY data to any third party, except as requested by the LIBRARY.

11. **Protection and Security**

11.1. The LIBRARY will take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to licensed Polaris ILS Software and Polaris ILS Software Materials so as to enable the LIBRARY to satisfy its obligations under Article 7 herein.

11.2. All licensed Polaris ILS Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The LIBRARY will not disclose or otherwise make available, except as required by law, any licensed Polaris ILS Software Materials in any form to any third party except to the LIBRARY's employees, or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the LIBRARY may make additional copies of the Polaris ILS Software Materials.

12. **Warranty**

12.1. Polaris warrants that the Polaris ILS Software will perform substantially in accordance with the Polaris ILS Software Materials in effect on the Operational Date. Polaris agrees to make reasonable efforts to correct all reproducible material errors in the Polaris ILS Software and discrepancies between the Polaris ILS Software Materials and the actual Polaris ILS Software performance. Polaris does not warrant that the operation of the Polaris ILS Software and its availability to the LIBRARY via the Internet, will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Polaris does not warrant that the Polaris ILS Software or any equipment, system or network on which the Polaris ILS Software is used will be free of vulnerability to intrusion or attack.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

12.2. Polaris disclaims any responsibility for correcting any inability by the LIBRARY to connect to the Polaris ILS Software as a result of the failure or mis-configuration of the LIBRARY Equipment. Polaris may provide consultation services or assistance relating to the failure or mis-configuration of LIBRARY Equipment, and reserves the right to charge for said services or assistance at the rate of $200 per hour with a minimum $400 charge.

13. Support Services

13.1. Support Services constitute Software Maintenance and Hosted Services – as defined under Schedule B herein.

13.2. Polaris ILS Software updates will be made available periodically. Polaris shall have full discretion as to the timing and content of Polaris ILS Software updates during the term of this Agreement. Failure to release Polaris ILS Software updates during any specific term does not constitute default on the part of Polaris because of the continuation of the provision of Software Maintenance and Hosted Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.

13.3. Each type of program service and maintenance specified will be available unless discontinued by Polaris upon one hundred and eighty (180) days written notice.

13.4. Polaris reserves the right to charge at $200 per hour with a minimum $400 charge for any additional effort that results from providing services for a licensed program altered by the LIBRARY, or for support made necessary by the failure of the LIBRARY to maintain system and network security in accordance with industry best practices.

14. Patent and Copyright

14.1. Polaris will defend the LIBRARY against any claim that licensed Polaris ILS Software and/or Polaris ILS Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and Polaris will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the LIBRARY promptly notifies Polaris in writing of the claim, and (b) Polaris has sole control of the defense and all related settlement negotiations.

14.2. If such claim has occurred, or in Polaris' opinion is likely to occur, the LIBRARY agrees to permit Polaris at its option at no additional expense to the LIBRARY either to procure for the LIBRARY the right to continue using the licensed Polaris ILS Software and/or Polaris ILS Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the LIBRARY agrees on one (1) month's written notice from Polaris to return or destroy all copies of the licensed Polaris ILS Software Materials received from Polaris and all copies thereof, and to receive a refund for any monies paid for the lease of said Polaris ILS Software licenses.

14.3. Polaris shall have no obligation to defend the LIBRARY or to pay costs, damages, or attorney's fees for any claim based upon the LIBRARY's use of licensed Polaris ILS Software that has been altered by the LIBRARY without Polaris' express permission and in direct breach of Article 7.3. herein.

14.4. The foregoing states the entire obligation of Polaris with respect to infringement of patents or copyrights.

15. Limitation of Remedies

15.1. For any claim concerning performance or non-performance by Polaris pursuant to or in anyway related to the subject matter of this Agreement and any supplement hereto, the LIBRARY shall be entitled to recover actual damages to the limits set forth in this section. No action, regardless of form, arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action has arisen.

15.2. Polaris' maximum aggregate liability, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to a maximum of all monies paid in the year in which the action was brought.

15.3. This limitation of liability will not apply to Articles 14 and 25 herein, or to claims for personal injury to the extent caused in whole or in part by Polaris' negligence.

15.4. IN NO EVENT WILL Polaris BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE, OPERATION, OR MODIFICATION OF THE SYSTEM BY THE LIBRARY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF Polaris HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.

16. Waiver of rights
The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

17. Severability
If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statue or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

18. Headings
The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

19. Governing Law
This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of California. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of California. The prevailing party in any action brought under this Agreement shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

20. Saving Clause
Typographical errors are subject to correction.

21. Assignments
Both parties agree that no sublicensing, or assignment of their rights or interest, nor delegation of their duties under this Agreement shall be made or become effective without the prior written consent of the other party. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.

22. Taxes not included
The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

23. Whole Agreement
This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, or representation not contained herein. The signatories acknowledge reading, and agree to comply with, all terms and conditions.

24. Force Majeure
Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor

disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control. This provision does not relieve the LIBRARY of its obligation to make payments then owing.

25. **Indemnification**
Polaris agrees to indemnify, hold harmless and defend the LIBRARY and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Polaris employees or subcontractors.

26. **Amendments**
Amendments and modifications to all, or any part, of this Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

27. **Proprietary Information**
The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. Both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, shall be held in confidence and used only in performance of services under this Agreement. Both parties shall exercise the same standard of care to protect such information as is used to protect their own proprietary data.

28. **Ownership of Data**
Polaris acknowledges the LIBRARY's ownership of the various databases installed upon the System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Polaris agrees to assist the LIBRARY in extracting all LIBRARY-owned data from the System. Such assistance shall include personnel time and Polaris' best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by the LIBRARY, and other assistance necessary for the extraction of data. Such assistance shall be provided by Polaris at no charge to the LIBRARY if termination of this Agreement by the LIBRARY comes as a direct result of a breach, by Polaris, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Polaris shall be entitled to charge the LIBRARY at its then current rates for data extraction services, including any actual expenses for travel to LIBRARY. The data shall include all contents of all files created, maintained, and owned by the LIBRARY, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the LIBRARY. Wherever standards such as MARC exist for the format of that data, Polaris will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Polaris in the event of any legal proceeding initiated by either party.

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IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

ACCEPTED FOR THE LIBRARY

By:_____

Title:_____

Date:_____

ACCEPTED FOR POLARIS LIBRARY SYSTEMS

By: _____

Title: President, Polaris Library Systems

Date:_____

APPROVED AS TO FORM FOR POLARIS LIBRARY SYSTEMS

By: _____

Title: Manager, Contracts and Proposals

Date:_____

POLARIS

1.	Estimated Number of Patrons	18,850
2.	Estimated Number of Items	149,100
3.	Estimated Number of Titles	131,800
4.	Estimated Number of Authority Records	136,550
5.	Items Issued Annually	413,712
6	Staff Client Licenses	18

7. Name and address of main LIBRARY location:

Palm Springs Public Library
300 South Sunrise Way
Palm Springs, CA 92262

8. Other locations:

N/A

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POLARIS

One-Time Services	Description
Training	■ 4 days on-site training: Patron Services, Cataloging, PAC ■ 3 days on-site training on Acquisitions and Serials ■ 1 day on-site for "go-live" assistance ■ ½ day web based system administration overview training ■ ½ day follow-up web training ■ ½ day web training on Authority records in Polaris
Implementation Services	■ project management, profiling assistance, and scheduling ■ 2 day on-site implementation/consultation
OPAC Branding	■ enable pre-programmed theme selection ■ resize existing library logo ■ assist LIBRARY with system administration setup of PAC
Database Services	■ MARC record cleanup by Backstage ■ Authority Control Processing by Backstage ■ Data cleanup by Polaris ■ Migration of bibliographic, item, patron and transaction records
Software	Polaris server software and staff licenses
Polaris ILS Software Materials	One (1) complete set of Polaris ILS documentation + 1 CD
On-Going Services	Description
Use of Hardware & 3rd Party Software	Ongoing use of requisite hardware and 3rd party software licenses
Network Usage	On-going use of proportional bandwidth to access Hosted Services
Hosted Technical Support	■ monitor Polaris ILS server jobs and batch procedures ■ maintain the system server software configuration ■ load server operating system patches ■ upgrade Polaris ILS servers to all new releases ■ load operating system patches on servers ■ update and monitor server virus protection ■ maintain host-site Internet connectivity and capacity ■ ensure successful backups of the system ■ maintain server hardware and capacity ■ monitor system activity
Hosted System Administration	■ manage Polaris ILS configuration changes ■ perform Polaris ILS system administration tasks as required ■ update system policy tables on an as-needed basis (such as dates closed, loan periods, patron and fine codes)
Periodic Maintenance	Polaris reserves the right to perform periodic maintenance on the hosted server(s). Such maintenance would occur between the hours of 5:00am - 7:00am on Thursdays, and may necessitate a service outage during part or all of this timeframe. Notification of any such outage will be provided to the LIBRARY in advance.

POLARIS
LIBRARY SYSTEMS

LIBRARY will be responsible for the following:
- Reports & notices;
- Cost associated with optional Polaris upgrade training;
- Cost of custom reports & SQL queries

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POLARIS

Schedule C
Polaris ILS Software

- Polaris ILS Database (full and documented schema available via Extranet)
- Z39.50 Server
- SMTP For email notification (Library may also use other email server)
- Remote Patron Authentication via SIP2 service
- Find Tool (Over 600 search points available)
- Cataloging with authority control
    - MARC validation program
    - Bibliographic and authority records importing interfaces
    - Fully integrated WYSIWYG Label Printing (see/edit before you print)
- Circulation
    - Offline circulation, inventory and Bookmobile (one offline client per location at no additional cost)
    - Group holds
    - OCLC Inter Library Loan Interface
- Record set (bulk change operations for patron, item, authority and bibliographic records)
- Z39.50 client
- System Administration (familiar Directory / Tree structure with point-and-click options)
- Integrated desktop Reports and Notices (with export to Excel, Word, PDF, HTML, XML and other formats)
- Extensive online help
- Polaris ILS PowerPAC supports Internet Explorer 6.0 +, Netscape Navigator 7.0+, Mozilla Firefox, Opera 8.02+, Safari 1.2+
- Multiple database searching
- Patron Authentication
- My Account Options: Self-registration, search agent alerts, pre-notification of overdues, reading history, formatted title lists (MLA, Chicago Manual of Style, etc.)
- Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
- Acquisitions
- Serials
- Children's interface to PAC
- Spanish language interface to PAC
- Self-Check interface
- Inventory Manager
- Serials Pattern Templates
- ZMARC Authority Subscription
- Enhanced Data Content for PAC Subscription

Optional Software/Services:

Product	Price
Additional Staff Client License	$750 + maintenance
Multilingual Interface to PAC - Spanish	$1,000 + maintenance
Multilingual Interface to PAC - Vietnamese, Korean or French	$3,500 each + maintenance
Course Reserves	$1,500 + maintenance
Outreach Services	$2,000 + maintenance
Debt Collection Interface	$1,200 + maintenance
Additional Manuals (one-time cost per set)	$250

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POLARIS

Schedule D
Cost Summary

Service Description	Year One Costs
Training (9 ½ days)	$15,900
Implementation Services	$5,600
Hosted Services	$3,500
OPAC Branding	$250
Database Services (inc. Backstage services)	
• Backstage Data cleanup	$3,400
• Polaris data migration/load	$7,500
• Backstage Authority Control Processing	$7,100
• Polaris Project Management	$2,500
• Polaris Data cleanup	$2,000
SimplyReports x 2	$5,000
Enhanced Data Content for PAC Subscription	$936
Children's interface to PAC	N/C
Self-Check interface to 3rd party units x 5	$2,500
Spanish language interface to PAC	$1,000
Polaris Inventory Manager x 1	$2,000
ZMARC Authority Subscription x 1	$1,275
Serials Pattern Templates	$750
Polaris Server Software	$30,000
Polaris Staff Licenses x 18	$13,500
Sub-Total	**$104,711**
Less Discount	**($15,706)**
Total Year One	**$89,005**
Due on Operational Date	

Annual Costs

Service Description	Year Two Costs
Software Maintenance & Hosted Services	$15,260
Enhanced Data Content for PAC	$964
ZMARC Authority Subscription	$1,338
Total Year Two	**$17,562**
Due one (1) year from Operational Date	

Service Description	Year Three Costs
Software Maintenance & Hosted Services	$16,023
Enhanced Data Content for PAC	$993
ZMARC Authority Subscription	$1,405
Total Year Three	**$18,421**

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POLARIS

Service Description	Year Four Costs
Software Maintenance & Hosted Services	$16,824
Enhanced Data Content for PAC	$1,023
ZMARC Authority Subscription	$1,475
Total Year Four	**$19,322**

Service Description	Year Five Costs
Software Maintenance & Hosted Services	$17,665
Enhanced Data Content for PAC	$1,054
ZMARC Authority Subscription	$1,549
Total Year Five	**$20,268**

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Schedule E
Enhanced Data Content for PAC

Subscription Service to Syndetic Solutions

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. Price increases may occur on an annual basis, at the time of subscription renewal. The Library's reported annual circulation is 413,712. Based on this figure, the first-year annual subscription will be as follows (the Library may de-select elements as required to the minimum annual fee of $550):

Component	Annual Cost
Table of Contents	$290
Fiction Profile	Not Selected
Find Similar Titles (must also buy Fiction Profile)	Not Selected
Series Information	Not Selected
Awards	
Summaries	$290
Cover Images	$356
First Chapters/Excerpts	Not Selected
Author Notes	Not Selected
PW Review (includes Criticas Review)	Not Selected
LJ Review	Not Selected
SLJ Review	Not Selected
Choice Review	Not Selected
Booklist Review	Not Selected
Horn Book Review	Not Selected
Kirkus Review	Not Selected
Spanish	Not Selected
German	Not Selected
Video & Music 1	Not Selected
Total Annual Subscription Fee	$936

POLARIS
LIBRARY SYSTEMS

Technical Service/Staff Access Workstations and Patron Access Workstations-

Operating System	Windows XP Professional / Vista Business - 32-bit (*projected for mid-2008 is an upgrade to 64-bit capability*)
System Processor	1 GHz or better
System Memory	1 GB or better
Hard Disk Requirements	10 GB
Video Requirements	SVGA Graphics Controller/4 MB Video Memory or better
Other	100 MB NIC Card
Monitor	17" (1024 x 768)

Terminal Services

The minimum requirement for Remote Desktop Connection (RDC) for Terminal Services (by Microsoft) is a client computer or thin client which has the Remote Desktop Connection Client installed. The Remote Desktop Connection Client can be run on client computers running Microsoft Windows 95, Microsoft Windows 98, Microsoft Windows Millennium Edition, Windows NT 4.0, Microsoft Windows 2000 Professional, Microsoft Windows XP Professional, or Microsoft Windows VISTA. The Remote Desktop Connection Client can also be run on thin clients running Microsoft Windows CE, or Microsoft Windows XPe. A Remote Desktop Connection Client for Mac OS X is also available from Microsoft.

Remote Desktop Connection has very low physical RAM requirements and generally works on any device that meets the minimum requirements for the operating system on which it runs well.

Recommendations:

- Remote Desktop Connection Client on a client computer running Microsoft Windows XP Professional, or Microsoft Windows VISTA.

- Remote Desktop Connection Client on a thin client running Microsoft Windows CE, or Microsoft Windows XPe.

- A reliable network connection with low network latency <100ms between the client and terminal server

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