30976

THIS AGREEMENT is made this 18 th day of December , 2008,

BY AND BETWEEN

INNOVATIVE INTERFACES, INC., an Equal Opportunity Employer, M/F, H/V company, incorporated under the laws of the State of California, (hereinafter referred to as "Innovative Interfaces")

-and-

THE CITY OF LONG BEACH, A MUNICIPAL CORPORATION , (hereinafter referred to as the "CITY")

WITNESSETH:

WHEREAS the City wishes to install and use an automated library system to improve the operation of the City; and,

WHEREAS, Innovative Interfaces submitted a proposal dated October 10, 2008 to the City for such automated library system and such related service and maintenance terms, of which are incorporated herein by reference.

WHEREAS Innovative Interfaces has represented and does hereby represent to the City, subject to the terms and conditions hereof, that the computer hardware and related software and services to be supplied to the City pursuant hereto, will satisfy the requirements of the City as set forth hereunder;

NOW THEREFORE in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.0 INTERPRETATION

Where used in this Agreement, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:

1.01 "Agreement", "this Agreement", "herein", "hereunder" and similar expressions refer to this Agreement and the Schedules annexed hereto and referred to herein, all as amended from time to time, and the expression "Section" followed by a number means and refers to the specified section of this Agreement:

1.02 "MILLENNIUM", "System", or "Software" refers to the software developed by Innovative Interfaces for use in a library environment, including all components necessary for running an automated library system as described more particularly in Schedule D.

1.03 "Hardware" means the computer hardware and hardware peripheral thereto purchased by the City.

1.04 "Installation Site" or "Site" means the room or rooms where the System is to be installed.

1.05 "Purchase Price" means the dollar amount set out in Schedule B, plus all applicable taxes.

1.06 "Free Maintenance Period" means the period one (1) year after the first day of Initial Training (OPAC, Systems administration, evaluation).

2.00 SUPPLY OF SYSTEM

2.01 In consideration of the payment of the Purchase Price and subject to all the terms and conditions hereof, Innovative Interfaces shall:

(a) sell to the City, and the City shall purchase, the Hardware referred to in Section 3.00;

(b)   supply to the City under license the Software referred to in Section 4.00; and

(c)   provide access to the materials and documentation referred to in Section 5.00, and

(d)   provide the training services as set out in Schedule A and C.

2.02   Subject to the other terms and conditions hereof, the System will be installed and will become operational in accordance with the implementation timetable set forth in Schedule C.

3.00 HARDWARE

3.01   The Hardware will consist of computer hardware as set out in Schedule A, to support the MILLENNIUM System, including all necessary components and peripherals for proper functioning.

4.00 SOFTWARE

4.01   Innovative Interfaces will supply to the City the MILLENNIUM System, together with all Software needed for proper System operation.

4.02   Innovative Interfaces shall retain ownership of the Software and all modifications thereto, including new development. Each licensed Software product, and all reproductions, corrections, modifications, enhancements and improvements thereof, provided by Innovative Interfaces to the City, are the exclusive and proprietary property of Innovative Interfaces. Title and full ownership rights in all licensed Software products and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and Innovative Interfaces' intellectual property are reserved to and shall remain proprietary to Innovative Interfaces. The City shall not remove or destroy any copyright, trade secret, proprietary or confidential legends or markings placed upon or contained or embedded within any licensed Software products and related materials.

4.03   Innovative Interfaces hereby grants to the City, upon payment in full of the Purchase Price, a non-transferable, non-exclusive license to use a single copy of the MILLENNIUM Software in conjunction with the Hardware.

4.04   The City agrees to keep confidential all material and documentation relating to the Software and any modification thereto. The City will not make available or distribute any program code or description associated with the MILLENNIUM System in any form whatsoever to third parties, without the prior written approval of Innovative Interfaces.

5.00   DOCUMENTATION

5.01   Within two weeks of the signing of the Agreement, Innovative Interfaces will supply, at no cost to the City, all standard materials then available for use by purchasers of MILLENNIUM Systems, including manuals and other relevant materials and documentation. At the time of installation, Innovative Interfaces will provide complete System documentation to support all functions as specified in Schedule D.

5.02   All materials, documents and other information provided by Innovative Interfaces to the City pursuant to Section 5.01 shall, if so identified by Innovative Interfaces at the time of delivery thereof, be and remain confidential in the possession of the City and the City shall not copy or disclose any of such confidential materials, documents or other information to any third party whatsoever, unless pursuant to the provisions of the Public Records Act or court order.

6.00   SUPPLIES

6.01   The City is responsible for the acquisition at its own expense of all supplies to be used in the day-to-day operation of the System, including, without limitation, paper, magnetic tape, ribbons for printers and forms.

7.00   SPECIAL DECLARATIONS

7.01   Innovative Interfaces represents and warrants that the Software will contribute to the System the qualities and functions described in Schedule D.

7.02   The City will supply Innovative Interfaces with a tax exemption number or pay any and all State and Local taxes with respect to the acquisition by it of the System or any part thereof.

7.03   Upon delivery to the City of any portion of the Hardware, the Hardware will be insured by the City on the same basis as the City insures similar equipment. The Hardware will be insured for the replacement value of the Hardware until full payment has been made to Innovative Interfaces as provided hereinafter. Innovative Interfaces shall be entitled to receive written proof of insurance upon request.

7.04   Title to the Hardware shall pass to the City at full payment of the Hardware. Full payment of the Hardware occurs at the first payment milestone "Due at Contract Signing", as set out in Schedule B of this Agreement. Prior to the passage of title, the City shall not encumber the System or any part thereof nor permit a third party to take possession thereof in any way whatsoever prejudicial to the rights and interest of Innovative Interfaces therein.

7.05   At the time of delivery thereof and thereafter, until the City acquires title thereto pursuant to this Agreement, Innovative Interfaces represents and warrants to the City that Innovative Interfaces has and will have good title to the Hardware and the right to sell the same and that upon completion of the installation and full payment thereof, the City shall obtain good and marketable title to the same and that all Hardware will be new and conform to the specifications set forth herein.

7.06   Innovative Interfaces represents and warrants that it has the full right to deliver to the City the Software and that, on acceptance by the City, the City shall have license and rights granted herein to use the same free from any lien, claims, charges or encumbrances, and that such rights shall survive the expiration hereof; provided however, that the City shall have no right to sub-license or assign its rights in respect to the Software or any part thereof.

7.07   Except as required by federal or state law or by court order, neither party shall divulge or disclose to any third parties any information concerning the affairs of the other party, which come to the knowledge of such party as a result or in performance of this Agreement, unless such information becomes publicly available through no fault of Innovative Interfaces or the City.

7.08   Neither Innovative Interfaces nor the City shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by fire, flood, act of God or by any cause which is unavoidable and beyond its reasonable control. In addition, Innovative Interfaces is not liable for loss or damage suffered by the City or any third party not caused by the employees, agents or Hardware of Innovative Interfaces.

7.09   Innovative Interfaces shall not be liable for indirect, incidental or consequential loss or damage however caused.

7.10   The City may without notice to Innovative Interfaces, at its option, connect to the System purchased under this Agreement any equipment manufactured or supplied by others including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. Innovative Interfaces shall promptly disclose, subject to confidentiality, trade secret, non-competition agreements, upon request to the City the technical specifications for any given interface point on the System. The City shall accurately and fully advise Innovative Interfaces, in writing, at least 30 days before it intends to connect a new class of hardware or hardware that will be directly connected to the CPU, and Innovative Interfaces shall have the right to inspect at its own cost the specifications and installation of any such new equipment. In the event that Innovative Interfaces is required to perform maintenance services on the System because of damage to the System resulting from the attachment of such equipment, such service shall be billed to the City at the then-current standard hourly maintenance rates.

7.11   Ownership of Data
All bibliographic, authority, item, fine, borrower, and other records entered into the database of the City or supplied to Innovative by the City are and shall remain the sole property of the City. Innovative shall not, without the City's written consent, copy or use such records, except to carry out contracted work for the City; will not transfer such records to any other party not involved in the performance of this Agreement; and will return submitted records to the City upon completion of the work hereunder. The City shall have the right, without the consent of Innovative, to extract as the City's property such data using standard Innovative utilities including, but not limited to, MARC output formats at no cost to the City. Innovative agrees to assist the City, if requested, in making such extracts at Innovative's then-published rates. If the City elects to extract data from the System without the assistance of Innovative, then the City agrees to remain in substantial compliance with the license hereunder and further agrees not to reverse engineer the System or any part of the System components in extracting data.

8.00   INSTALLATION AND TRAINING

8.01   All shipping and insurance costs to and from the site are included in the Purchase Price of the System, as listed in Schedule A. All payments to shipping agents and for insurance fees shall be made directly by Innovative Interfaces and the City shall make no payments to any firm concerning the shipment, installation, and delivery of Hardware which is not a part of this Agreement and for which exact payments are not described.

8.02   Innovative Interfaces shall be responsible for all arrangements for the shipment of Hardware to the City, and movement of the Hardware from the protective storage area within the library, to the prepared computer site within the library.   Innovative Interfaces shall also be responsible for removal of all debris and packing materials from the City site resulting from the installation of the Hardware or the Software.

8.03   Innovative Interfaces shall provide to the City in a timely manner the information necessary to enable the City to prepare the Installation Site for the Hardware in accordance with the instructions of Innovative Interfaces. The City shall at its sole expense prior to the date agreed upon for hardware installation provide all necessary installations and the like which shall be required for proper functioning of the System. The City will further ensure that, prior to the acceptance dates set out in Schedule C, access to the System in any form will be restricted to persons involved in the implementation of the System. The City shall complete site preparation prior to the date of installation of the hardware, and the site shall thereafter be available for inspection and approval.

8.04   All costs and expenses related to the site preparation shall be at the sole expense of the City.

8.05   Innovative Interfaces will provide staff for complete on-site training of City personnel as set out in Schedule A.

8.06   Prior to the acceptance dates set out in Schedule C, Innovative Interfaces shall have first priority of access to and use of the System for purposes of diagnosis.

9.00   ACCEPTANCE

9.01   The testing of the System shall be completed by the City, to the mutual satisfaction of the parties.

9.02   Acceptance of Hardware

Upon completion of the installation of the Hardware, Innovative Interfaces will notify the City that such Hardware, as described in Schedule A, has successfully been installed.

9.03   Operational Testing

Upon completion of the installation of the System, the System is considered available to the City for operational testing. Operational testing will be the use of the System testing profile data in actual operation. Innovative Interfaces agrees to correct problems found in the course of this operational testing.

The City shall not use the Software for any purpose, except testing, prior to the System acceptance date. At the first use of the System for any purpose other than testing, such as general circulation, the System shall be deemed by the City to be accepted in full.

9.04   The testing by the City required by Section 9.03 shall continue for a period not to exceed 90 days from date of initial installation. Unless the City provides Innovative Interfaces, in writing, with any claim that the System does not meet performance specifications on or before expiration of said 90 days, it will be conclusively presumed that the System has met all performance specifications. In no case shall testing extend beyond one year from contract signing.

9.05   Innovative Interfaces will provide to the City, its representatives and consultants, such documentation and assistance as may reasonably be required by the City in connection with the aforesaid acceptance tests.

10.00   PAYMENT

10.01   The Purchase Price for the System and all rights and benefits herein contained shall be payable in lawful money of the United States at the times and in the amounts set forth in Schedule B.

10.02   If the Implementation Schedule is delayed at the City's request, payments shall be due as outlined under the terms and conditions set forth in Schedule B.

11.00   WARRANTIES

11.01   Innovative Interfaces represents and warrants to the City that:

(i)   The Hardware and all components thereof, the Software and all other programming aids and all other items supplied to the City under the provisions of this agreement, shall be and shall remain free from any and all defects and will conform to all stated specifications,

provided that the Hardware and Software are used in accordance with Innovative Interfaces operating procedure and is not abused or misused.

(ii)   As of the date upon which title to the Hardware is transferred to the City, the Hardware will be owned by the City, and no person, firm or corporation shall have any interest therein other than Innovative Interfaces and the City pursuant to this Agreement.

11.02   The representations and warranties by Innovative Interfaces as provided for Section 11.01(i) shall continue in full force and effect for the free maintenance period following System Installation, but the expiration of such period shall not affect the rights of the City hereunder in respect of any claim of which Innovative Interfaces has then received written notice from the City under the provisions hereof.

11.03   If without the approval of Innovative Interfaces, the City shall:

(i)   exceed the System specifications as set forth in this Agreement; or

(ii)   utilize the System for a purpose which is unrelated to MILLENNIUM applications; or

(iii)   make modifications to the System or additions which will have an adverse impact on the System specifications as set forth in Schedule A,

then Innovative Interfaces shall be relieved from any responsibility for a breach of warranty under clause (i) of Section 11.01 and any other performance guarantees set forth in this agreement.

11.04   Innovative Interfaces expressly warrants this System for library related applications as specifically set forth in this Agreement, with a warranty of merchantability for this particular purpose. No other purpose which extends beyond the warranties as set forth herein are warranted or guaranteed.

11.05   If degradation in System performance occurs because the City connects to the System equipment in violation of Section 7.10, then Innovative Interfaces is thereby relieved from any responsibilities from a breach of warranty as may be set forth in this Agreement.

11.06   The Software's performance and functionality both in isolation and in combination with other software will not be affected by the occurrence of any leap year. In particular and without prejudice to the generality of the foregoing, the Software will:

(a)   respond to two-digit year date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner without the need for human intervention.

12.00   TERMINATION

12.01   If, prior to payment by the City of the Purchase Price in full, the City defaults in payment of any sum due hereunder or otherwise fails to fulfill its obligations under this Agreement beyond 60 days after receipt by the City of written notice from Innovative Interfaces of such default, then Innovative Interfaces shall have the immediate right to terminate this Agreement and revoke the software license by notice to the City and to enter upon the City's premises to repossess and remove any Hardware which is not fully paid for by the City. The City's obligation to pay all charges which shall have accrued shall survive any such termination of this Agreement by Innovative Interfaces and such taking of possession shall be without waiver of any other remedies Innovative Interfaces may have at law or in equity. In addition, the City shall be responsible for reasonable costs of removal of the System, including but not limited to transportation and labor charges.

12.02 (i)   If Innovative Interfaces does not fulfill its obligations to deliver, install and test the Hardware in accordance with the dates specified in Schedule C, or

(ii)   If the System when installed does not meet the specifications set forth in Schedule D, or

(iii)   If Innovative Interfaces is in default in respect of any covenant, representation, warranty and/or agreement provided herein, or

(iv)   If any proceeding in receivership, liquidation or insolvency is commenced against Innovative Interfaces or its property, and the same be not dismissed within 30 days, or

(v)   If Innovative Interfaces makes any assignment for the benefit of its creditors, becomes insolvent, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise,

then the same shall constitute an event of default by Innovative Interfaces hereunder, and upon the happening of any of the aforesaid events, the City may upon 60 days notice to Innovative Interfaces specifying Innovative Interfaces' default terminate this Agreement and such termination shall be without prejudice to any right the City may have to damages at law or in equity; provided that if Innovative Interfaces or any of its Sureties, Guarantors or Indemnitors remedies such default within the said 60 days period, this Agreement shall remain in full force and effect.

13.00   GENERAL PROVISIONS

13.01   No party to this Agreement shall have the right to assign its rights or obligations under this agreement except with the written consent of the other party hereto, which consent will not unreasonably be withheld.

13.02   There are no understandings, agreements or representations, express or implied, between the parties hereto not specified or embodied herein. Any prior commitments, written or oral, made by either party to this Agreement are superseded by this Agreement.

13.03   This Agreement shall not be modified, amended, rescinded, cancelled or waived in whole or in part, except by written instrument signed by the parties hereto and no waiver of any of the provisions of this Agreement shall constitute a waiver of any of the other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver unless expressly so provided therein.

13.04   This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13.05   In the event that a claim or cause of action arises out of the interpretation, performance, or breach of this contract, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit.

13.06   This Agreement is not to be distributed by any party hereto to any third party, without the written approval of the other party hereto, except as required by the Public Records Act or court order.

13.07   All notices to be given to or received by the parties hereto shall be in writing and shall be delivered by messenger or mailed by prepaid registered or certified first class mail, with return receipt requested, to any such party at its address which:

in the case of Innovative Interfaces shall be:

Innovative Interfaces
5850 Shellmound Way
Emeryville, California 94608
Attention: President

and in the case of the City shall be:

Long Beach Public Library and Information Center
101 Pacific Avenue
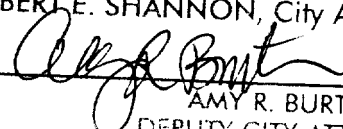Long Beach, CA 90802
Attention: Director

Either party may by notice change its address for the purposes hereof. Any such notice shall be deemed to have been given, if delivered by messenger, on the date of its actual receipt, or, if delivered by mail, upon the date that it shall have been properly deposited in the mail.

13.08   Save as otherwise expressly provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

13.09   The initial term of this Agreement is for 5 years. Upon mutual agreement, the City and Innovative may renew this Agreement for additional one (1) year terms, or for another period as mutually agreed upon.

13.10   This Agreement is made and becomes effective only when executed by a duly authorized officer of both the City and Innovative Interfaces.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

THE CITY OF LONG BEACH   **INNOVATIVE INTERFACES, INC.**

Signature: _Assistant City Manager_   Signature: _____

Name: _Patrick H. West_   Name: _Gerald Kline_

Title: City Manager   Title: CEO/President

Date: _12·18·08_   EXECUTED   Date: _12/3/8_
                    TO SECTION 301 OF
                    THE CITY CHARTER.

APPROVED AS TO FORM

_12-18_, 20_08_

ROBERT E. SHANNON, City Attorney

By _____
        AMY R. BURTON
        DEPUTY CITY ATTORNEY

> **SCHEDULE A**
> **MILLENNIUM Hardware and Software**

MILLENNIUM PRICE QUOTATION
Long Beach Public Library and Information Center
Turnkey Solution for 100 Staff Users (Innovative DBMS)
Unlimited WebPAC Pro Users

MILLENNIUM SOFTWARE

WebPAC Pro Online Public Access Catalog
Unlimited WebPAC Pro User Licenses
Millennium WebPAC Pro, including design template and staging port
Keyword Search Engine with RightResult™ advanced relevance ranking
Keyword Spell Check capability (*Did you mean...?*)
Link to enriched content: cover images, reviews, etc. (Content must be separately
  purchased)
My Millennium Patron Empowerment, including:
- Place holds. Cancel, modify and freeze holds
- Self-renewal of items
- Save preferred searches
- Automatic notification of new material
- Maintain Reading History (Optional)
- Patron Ratings of library material

Patron initiated requesting, including multiple holds with shopping cart
Support and Display of Incoming RSS Feeds
Export Records/Create a Bibliography
Searchable catalog scopes for all locations
Spanish language OPAC

Cataloging
Unlimited Bibliographic, MARC Holdings, Item and Authority Record File Sizes
Cataloging tools, including:
- Full-screen edit
- Heading verification
- MARC code validation
- Online MARC manual
- Diacritic maps
- User-defined Macros
- Cut/copy/paste

MARC21 Holdings support
Single and Multi-item creation
Label Printing
Global Update of all record types
Authority Control (Report Heading Changes software)
Automatic Authorities Processing Software
OCLC Interface via the network for all authorized staff users

Management Information and Report Writer[*]
Create Lists of Records
Statistical Report package
Browser-based Management Reports (OPAC searches, Circ transactions, etc.)

*All Report Writers are provided with a site license and are available from all
staff clients to all authorized users*

Circulation
Unlimited Item Record File Size and Unlimited Patron Record File Size
Checkout / Checkin / Renewals / Patron Registration / Notices
Sophisticated Holds functionality
Circulation Notices via Email
Millennium Offline Circulation Software (Site License)
Inventory Control
Homebound Module
SIP2 server with 2 licenses
Telephone Renewal System (2 lines, includes PC)
Telephone Notification System (2 lines, includes PC)
Patron API for interaction with PC reservation software
Collection Agency Interface
Held Item Delivery
Floating Collections Software

Acquisitions & Fund Accounting
Unlimited Order Record File Size
Ordering / Receiving / P.O. Printing
Invoice Processing and Fund Accounting
Claiming
Hierarchical Fund Reports
Foreign Currency Conversion
Support for up to 30,000 vendor records
Vendor Statistics
EDIFACT support for Electronic Ordering, Status Reports, and Invoicing
Electronic Serials Invoice Processing
Extended Approval Plan Interface
Quick Click Ordering Interface
Inventory Express

Serials Control
Unlimited MARC Holdings and Checkin Record File Size
Checkin / Claiming / Routing / Binding
Automatic MARC21 holdings update at checkin
SISAC Barcode Checkin
Electronic Claiming of Serial Issues

Database Management System & System-Wide Functionality
Innovative Database Management System
Full database indexing
Full UNICODE Support

Self-updating staff client software for all licensed staff modules
- User-defined function keys
- Keyboard and mouse equivalents
- User-defined screen colors, fonts

File Transfer Software
Z39.50 Software support for WebPAC Pro and all staff clients, including:
- Client & Server Software
- Broadcast Searching
- MARC record import
- OCLC Holdings update

Enhanced content linking in all staff clients (Content must be separately
purchased)

E-Commerce Module

Community Information Database

Patron Reviews
Patron entered review of material
Store and display one or more reviews per title
Web-based staff management interface
Staff evaluation, approval and/or deletion of reviews

Web Access Management
Patron authentication and forwarding to support remote access to licensed databases
Controlled access to web resources by patron verification
Permissions determined by patron category
Optional IP proxy
URL checking software
Provides database access statistics

RSS Feed Builder
My RSS Feeds

Millennium Load Scheduler

Online Patron Registration Module

Program Registration Module

Testing/Training Database Software
Includes 10 staff user licenses

WebBridge LR
OpenURL-compliant resolution server
Management Table with library-defined resources and conditions under which
resources are offered to users

Resource Linking –WebBridge dynamically generates a list of links to library-selected resources such as full-text databases, citation databases, and abstracting services, depending on the information in the bibliographic record
Provides detailed usage statistics

Pathfinder Pro
Context-sensitive, dynamic linking product works from within WebPAC Pro and staff clients
Content Linking – WebPAC Pro and staff users link from the bibliographic record display to related resources, such as full-text articles, book reviews, vendor inventory, or book jacket images

Express Lane
Self-checkout software with 14 licenses
Includes support for E-Commerce
Item Status API for RFID Support

License for 100 simultaneous staff Millennium users

Subtotal, Millennium Software $314,765

Central Site Hardware utilizing the Innovative DBMS: $31,500

IBM x3650 rackmount server
Two 2.66 Ghz Quad-core Intel Xeon processors
16 Gb memory
Four internal 73Gb hot swap 15K RPM SAS drives
Integrated hardware RAID controller
10/100/1000 Mbps network connectivity
835W power supply
DVD-ROM drive
DDS5 tape drive (internal)
Remote system management card
Red Hat Enterprise Linux

Testing/Training Server Hardware: $15,300

IBM x3650 rackmount server
One 2.66 Ghz Quad-core Intel Xeon processor
4 Gb memory
Four internal 73Gb hot swap 15K RPM SAS drives
Integrated hardware RAID controller
10/100/1000 Mbps network connectivity
835W power supply
DVD-ROM drive
DDS5 tape drive (internal)
Remote system management card
Red Hat Enterprise Linux

Subtotal, Millennium Hardware $ 46,800

SERVICES

PROJECT MANAGEMENT
Manage relationship between library and Innovative during implementation
Develop schedule for major project milestones and migration plan
Provide ongoing project consultation
Prioritize implementation tasks for Innovative and library team members

HARDWARE / SOFTWARE SETUP
Shipping, Setup and Installation of Central Site Hardware
Setup and configuration of licensed Millennium software
WebBridge Profiling Services
Encore implementation services

TRAINING
12 Days of on-site training services (multiple on-site visits)
All travel expenses included

IMPLEMENTATION CONSULTING
Up to **200** hours of consultation services by the Implementation Team for
purposes of implementing the system, including project management, data
profiling, and training support (excluding on-site training and travel to and
from the site)
Monthly reports during the project by the Implementation Team of hours used

DATA LOADING SERVICES
**All profiling and record loading services assume data will be provided from
one source, the library's existing Horizon system; two additional load
profiles are included.**
Setup of Profile Evaluation Database, consisting of subset of the library's records
Includes revisions of Evaluation Database during evaluation period
Profiling services for initial Bibliographic, Authority, Item and Patron
Records
Load of Bibliographic and Item Records[1]
Load of Authority Records[1]
Load of Patron records[2]
Load of Circulation Checkouts, Holds, and Fine Totals[2]
Load of Acquisitions Order records and Serials holdings records[2]

TRAINING SUPPORT
Telephone and email support answering questions about Millennium functionality

DOCUMENTATION
Site license access to *Getting Started with Millennium Manual*
Site license access to the *Millennium User Manual*
Site license access to *CSDirect* (Customer Service web site)

1. *Data must be provided in a single de-duplicated file in the USMARC Communications format, from a single source.*
2. *Data must be provided in an Innovative approved format.*

Subtotal, Millennium Services   **$52,500**

GRAND TOTAL   **$414,065**

ANNUAL MAINTENANCE – Millennium Software and Central Site Hardware
Year 1   *Free Maintenance Period*
Year 2   **$72,623**

ENCORE Patron Discovery Platform   **$17,750**
Unlimited Encore Public User Licenses
Encore software, including design template
Keyword Search Engine with RightResult™ advanced relevance ranking
Keyword Spell Check capability (*Did you mean...?*)
Faceted searching by collection, format, circulation status, date, etc.
A "Popular Choices"/"Recently Added" feature to highlight results of interest
Metadata tag "cloud" offering search refinements based on catalog data
Community contributed terminology (tagging) with optional staff moderation management
Easy navigation between Encore and federated search results
Easy navigation between Encore and OPAC functions such as holds and Advanced Search
Integration with link resolver product (link resolver not included)
Simultaneous search of federated search product (federated search not included)
Library branding and limited visual configuration
Multi-tiered architecture design enabling dedicated Encore server
Includes locally installed server hardware

NOTES

- Prices do not include any applicable taxes, which are the responsibility of the Library.

- The allowance given applies to the total price of this System configuration only. Therefore, no component of this package can be returned to Innovative for credit or refunds, unless defective.

- This proposal assumes all data will come from a single source

- All prices given are valid for a period of 90 days from the date of the proposal.

- Maintenance of peripheral equipment purchased from Innovative is the responsibility of the Library, unless otherwise specified.

Central Site Hardware

- The Millennium Central Site Hardware is configured to support 500 simultaneous users (400 WebPAC Pro and 100 staff users); additional memory may be needed to support users above these numbers.

- The Millennium Central Site Hardware is configured to support 500,000 Bibliographic records, 1,000,000 Item records, 500,000 Authority records, 50,000 Order records, 30,000 Holdings records, and 300,000 Patron records; additional disk may be needed to support the database above these numbers.

- Central Site Hardware maintenance and support services include a one (1) year Free Maintenance Period, unlimited access to a 24-hour Helpdesk via a toll-free phone number, installation of operating system patches and upgrades as needed, and the provision of a diagnostic modem.

Software

- Millennium Software Maintenance and support services include a one (1) year Free Maintenance Period, unlimited access to a 24-hour Helpdesk via a toll-free phone number, regular Millennium Software enhancements, and new editions of the Millennium User Manual.

- For Innovative to provide service and maintenance to the site, direct, high-speed Internet access is required.

- Any data supplied in non-MARC format must first be reviewed by Innovative for analysis prior determining a price for loading into the System.

OPTIONAL ANNUAL SERVICES

ENCORE Patron Discovery Platform Service $17,750/year (starting year 2)
Unlimited Encore Public User Licenses
Encore software, including design template
Keyword Search Engine with RightResult™ advanced relevance ranking
Keyword Spell Check capability (*Did you mean...?*)
Faceted searching by collection, format, circulation status, date, etc.
A "Popular Choices"/"Recently Added" feature to highlight results of interest
Metadata tag "cloud" offering search refinements based on catalog data
Community contributed terminology (tagging) with optional staff moderation management
Easy navigation between Encore and federated search results
Easy navigation between Encore and OPAC functions such as holds and Advanced Search
Integration with link resolver product (link resolver not included)
Simultaneous search of federated search product (federated search not included)
Library branding and limited visual configuration
Annual service delivered electronically; no tangible back up disks will be provided

Research Pro $13,150/year
Federated search engine providing access to multiple resources with a single search
Simultaneous searching across resources such as full-text databases, electronic journals,
    Internet search engines, locally developed databases, and abstract and indexing services
Includes support for 39 standard resources (additional resources available on a per resource
    basis, selected from an Innovative-provided list of resources)
Results lists are returned to the user in a consistent interface customizable by the library,
    identified by source, and hyperlinked to hits at the source
Patron verification is performed for all databases using Web Access Management
Multi-protocol searching is supported including Z39.50, HTTP, and SQL

Allows patrons to define a "My Databases" list of preferred databases within their My
Millennium account
Solution hosted by Innovative Interfaces on Innovative owned servers

INNView Authorities Subscription $5,900
Weekly updated LC Subject, Author and Title authorities
Provides access for regular data-only downloads
Subscription to content hosted by Innovative Interfaces on Innovative owned servers

SCHEDULE A-1
PROJECTED FIVE-YEAR TOTAL COSTS

Projected Five-Year Total Costs
Long Beach Public Library

Projected costs are based on the current hardware, software and support configurations and take into account annual increases. Adjustments to the scope of work from this agreement may be reflected in projected costs.
Sales tax has been estimated where applicable.

Year 1

Taxable products and services
Millennium Software, Hardware, Services $414,065
Hardware and software maintenance $0
Encore Discovery Platform $17,750
Subtotal, Year 1: $431,815
Sales tax @ 8.25%: $35,624.74
Total, Year 1: $467,439.74

Non-taxable products and services
Research Pro Federated Search $13,150
INNView Authorities Subscription $5,900
Content Pro Database Service $16,000
Electronic Resource Management $15,200
Total, Year 1: $50,250

Grand Total, Year 1: $517,689.74

Year 2

Hardware and software maintenance $72,623
Encore Discovery Platform $17,750
Research Pro Federated Search $13,150
INNView Authorities Subscription $5,900
Content Pro Database Service $16,000
Electronic Resource Management $10,200
Total, Year 2: $135,623

Year 3

Hardware and software maintenance $75,528
Encore Discovery Platform $18,460
Research Pro Federated Search $13,676
INNView Authorities Subscription $6,136
Content Pro Database Service $16,640
Electronic Resource Management $10,608

Total, Year 3: $141,048

Year 4

Hardware and software maintenance $78,549
Encore Discovery Platform $19,198
Research Pro Federated Search $14,223
INNView Authorities Subscription $6,381
Content Pro Database Service $17,306
Electronic Resource Management $11,032
Total, Year 4: $146,690

Year 5

Hardware and software maintenance $81,691
Encore Discovery Platform $19,966
Research Pro Federated Search $14,792
INNView Authorities Subscription $6,637
Content Pro Database Service $17,998
Electronic Resource Management $11,474
Total, Year 5 $152,558

SCHEDULE B
PAYMENT SCHEDULE

System Total   **$414,065**

Due at contract signing   20%
Full cost for Hardware is included in this payment milestone

Due at Initial Training[1,2]   40%

Due at Full Data Load [2]   20%
(or no later than 90 days from Initial Training, whichever is earlier)

Due at Live Circulation [2,3]   20%
(or no later than 180 days from Initial Training, whichever is earlier)

ENCORE SUBSCRIPTION COST: **$17,750 for Year 1**
First year subscription cost due at contract signing

Sales Tax for the full amount of the System Total and Encore is due at installation of Hardware (Sales tax @ 8.25% for both Millennium and Encore: $35,624.74[4]

Payments will be due 30 days after invoice.
These amounts are excluding taxes. The City will be responsible for all applicable taxes.

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1 Initial Training includes OPAC, Systems Administration, Evaluation.

2 If the Library delays Initial Training for any reason, all payment milestones will be due no later than one year from contract signing.

3 Refers to the first day that the Library uses a licensed Software module for patron real time checkin/out.

4 If the tax rate changes, the City will be responsible for the new tax amount.

SCHEDULE C
PROJECT IMPLEMENTATION PLAN

This Project Implementation Plan is designed to provide the City with a general timeline of events. The Final Project Implementation Plan may vary with respect to the dates and order of events as mutually agreed upon between the City and the Innovative Interfaces Team. The timing of the initial events in this plan reflect typical practices which are dependent on key deliverables from the City and current availability of Innovative staff resources. From time to time, the City and Innovative Interfaces may jointly review the Final Project Implementation Plan and make such revisions to it as are mutually agreed upon. This review shall also serve to clarify each event and establish intermediate events and dates as necessary. A delay in any one such event shall cause a delay in all subsequent events. Delays are subject to rescheduling as resources are available.

ESTIMATED DATE OF EVENT	EVENT NUMBER	RESPONSIBLE PARTY	DESCRIPTION
_____ 2008 date of last signature (Day 0)	1	Both	Contract signing
Day 14 (Within 2 weeks of contract signing)	2	Innovative	Provide library with access to Innovative Guide and Reference and Getting Started Manual (GSM)
Day 14 (Within 2 weeks of contract signing)	3	Both	Initial conference call between Project Leaders
Day 30 or At least 30 Days prior to Initial Training	4	City	Deliver Bibliographic, Item, and Authority Data to Innovative
Day 30 or At least 30 Days prior to Initial Training	5	City	Complete preparations for Hardware; submit completed Hardware/Network forms to Innovative; If applicable, the Third Party Hardware Vendor installs CPU and makes system available to Innovative
Day 31 through 54 or Starting at least 30 Days prior to Initial Training	6	Innovative	Start the process of configuring Millennium System to load Profile Database for Initial Training
Day 31 though 54	7	City	Deliver additional sample data as applicable: *Patrons *Circulation Transactions (checkouts, holds and fines) *Serials Summary Holdings *Funds, Vendors, Orders *Course Reserve
Day 60 (Week 8) or At least 30 days after Innovative receives Bibliographic, Item and Authority Data from City	8	Innovative	Start Initial Training - 3 days; includes OPAC & Database Evaluation, Systems Administration I & II with WebPAC administration and Circulation

			Parameters *and* if applicable, Innovative installs CPU (1/2 day)
Week 9	9	City	Begin entering System Parameters
Week 9 through 12 or Upon completion of Initial Training	10	City	Profile Database Evaluation Period; 4 weeks allowed in standard timeline – this is adjustable based on library preferences
Week 13 or Upon completion of Profile Evaluation	11	Both	Reload of Profile Database
Week 14 or approximately 6 weeks after First Training Visit	12	Innovative	Training Visit 2 (3 days; includes Cataloging I, Circulation I, Acquisitions I with Parameters *or* Serials 1)
Week 15-16	13	City	Profile Verification
Week 17 or before Third Training Visit	14	City	Complete System Parameters
Week 18 or As scheduled[2] following final database load	15	Innovative	Training Visit 3 (3 days; includes Cataloging II, Circulation II, Acquisitions I with Parameters *or* Serials I)
Week 19-20 or Following Training Visit 3	16	Both	Final Bibliographic, Item, and Authority Data loaded to Millennium server (City loads Data, Innovative monitors the load)
Week 20 or Following final database load	17	City	Begin preparing Staff and System for Live Circulation and WebPAC
Week 21 or Upon completion of Cataloging Training and prior to Live Circulation	18	City	Live Cataloging; extract Gap Bibliographic and Item Data.
Week 22 or Following Live Cataloging and prior to Live Circulation	19	Both	Load Gap Bibliographic and Item Data (City loads Data, Innovative monitors the load)
Week 23 or Week prior to Circulation Migration and/or Live Circulation	20	Both	Load Patron Data (City loads Data, Innovative monitors the load)
Week 24 or As scheduled after Circulation Training	21	Both	Circulation Migration (load checkouts, fines, holds), if purchased (City delivers Data, Innovative loads Data)
Week 24 or Upon completion of Circulation Migration; or, several weeks following Circulation Training if no Circulation Migration	22	City	Live Circulation and WebPAC
Week 25 or As scheduled	23	Innovative	Training Visit 4 (3 days; includes Acquisitions II, Serials II and wrap up)

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2 The scheduling of this and all subsequent Training Dates is based upon mutual agreement between the library and Innovative.

Week 26 or As scheduled	24	Both	Load Acquisitions Data, if acquisitions module purchased (City Delivers Data, Innovative Loads Data)
Week 27 or Upon completion of Acquisitions Data load; or, upon completion of Acquisitions Training if no Data load	25	City	Live Acquisitions
Week 28 or As scheduled	26	Both	Load Serials Data, if serials module purchased (City loads Data, Innovative monitors the load)
Week 29 or As scheduled	27	City	Live Serials
As scheduled by City with Innovative	28	Both	Additional Training and Data Loads as purchased

SCHEDULE D
MILLENNIUM SYSTEM SPECIFICATIONS

The specifications for the modules purchased herein are as set forth in Schedule A, and the System specification more particularly described in the web-based *MILLENNIUM User Manuals* and the *Getting Started* Manual, which are incorporated herein by reference.

HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware"), and the B321 barcode reader if purchased.

b) Maintenance of peripheral equipment purchased from Innovative is the responsibility of the City.

c) One (1) year after the first day of Initial Training will constitute a Free Maintenance Period.

d) The term of this Agreement is five (5) years. The City will be billed the first month following the end of the free Maintenance Period in advance at $72,623[3]. If the City chooses to pay semi-annually, quarterly or monthly payments, a percentage of the total annual maintenance amount will be added as an administrative fee as follows:

Payment Semi-annually: 3% increase
Payment Quarterly: 5% increase
Payment Monthly: 10% increase

e) Maintenance charges shall be subject to a possible price increase in years 3 through 5, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount. This increase will be determined excluding any percentage added as an administrative fee, as set out above. Thereafter, such maintenance may be continued, by mutual consent, at a cost to be negotiated.

f) The City must provide direct network internet access to the System; this would also apply to firewalls etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all Software corrections at Innovative Interfaces' expense.

g) Innovative will provide the City with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the City shall be responsible for the cost of new Hardware or operating system as may be required. If the City declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the City shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.

h) If the City adds any additional Innovative Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative's then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.

i) Innovative will provide services 24 hours a day, 7 days a week. Innovative will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.

j) The City agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative to effect adjustments or repairs to the Hardware. The City agrees that for Hardware supplied by Innovative, the City shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) equipment will be the responsibility of the City, except for the CPU and RAID, which will be the responsibility of Innovative.

k) Any services provided due to City-supplied equipment failure, where such equipment was not purchased from Innovative, and over which Innovative has no direct control, shall be billable at Innovative's then current maintenance rates.

l) This Maintenance Agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or City's negligence or misuse of the Hardware.

m) The Software shall be operated as the exclusive application on the Hardware.

THE CITY OF LONG BEACH

By: _____ Assistant City Manager

Name: Patrick H. West

Title: City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Date: 12·18·08

INNOVATIVE INTERFACES, INC.

By: _____

Name: Gerald M. Kline

Title: CEO/President

Date: 12/3/8

APPROVED AS TO FORM

_____ 12-18, 20 08

ROBERT E. SHANNON, City Attorney

By _____
AMY R. BURTON
DEPUTY CITY ATTORNEY

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[3] This amount is exclusive of taxes. The Library will be responsible for all applicable taxes.