COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Bibliotheca, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its SELF-CHECKOUT AND RFID EQUIPMENT AND SERVICES; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A   Definition of Services
Exhibit B   Payment Terms
Exhibit C   Insurance Requirements
Exhibit D   Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through December 16, 2028.

The compensation payable to CONTRACTOR hereunder shall not exceed ONE HUNDRED SIXTY-NINE THOUSAND DOLLARS ($169,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:
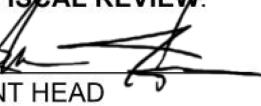
By: _____
       DEPARTMENT HEAD

Date: _____11/25/2025_____

Budgeted: ☒ Yes ☐ No
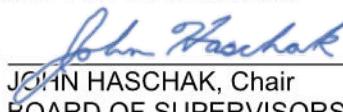Budget Unit: 1715
Line Item: 864370
Org/Object Code: CILB/CILA3
Grant: ☐ Yes ☒ No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
       JOHN HASCHAK, Chair
       BOARD OF SUPERVISORS

Date: 12/16/2025

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
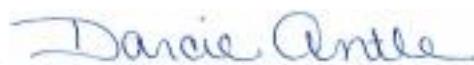   Deputy   12/16/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.
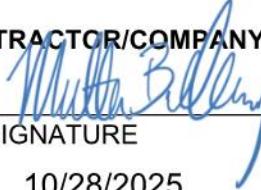
DARCIE ANTLE, Clerk of said Board

By: _____
       Deputy   12/16/2025

INSURANCE REVIEW:

By: _____
       Risk Management

Date: 11/24/2025

CONTRACTOR/COMPANY NAME

By: _____
       SIGNATURE

Date: 10/28/2025

NAME AND ADDRESS OF CONTRACTOR:

Bibliotheca, LLC _____

11190 Hudson Blvd. N. Suite 300 _____

Lake Elmo, MN 55402 _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement
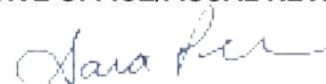
COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
       COUNTY COUNSEL

Date: 11/24/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
       Deputy CEO or Designee

Date: 11/24/2025

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

    CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

    CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

    In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

    CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

    Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

   CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:

   a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

 c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.

6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports

and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9.   CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10.   NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: MENDOCINO COUNTY LIBRARY
105 N. Main Street
Ukiah, CA 95482
Attn: Mellisa Hannum

To CONTRACTOR: Biblitheca, LLC
11190 Hudson Blvd. N. Suite 300
Lake Elmo, MN 55402
Attn: Matthew Bellamy

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.

    a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

    b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.

    c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to

its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

d.   Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

e.   The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13.   DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14.   ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15.   COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16.   AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in

the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17.   DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.

18.   TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

19.   TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its SELF-CHECKOUT AND RFID EQUIPMENT AND SERVICES shall not exceed $169,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON-APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.

21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.

23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No

supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).

    c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.

30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this

Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36.   ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

CONTRACTOR shall provide the following services:

Project Implementation

Your success is paramount to us. We provide an efficient and smooth project implementation process that is designed to ensure your project goals are met. Our Project Management Team has years of experience implementing library technology. They keep you up to date with scheduled check-in meetings and use SmartSheet to give you a live view of project status.

North America Project Management Team				
Rena Howard, Head of North America Project Management	Mirloude Phanord, Project Manager	Wanda Hills, Project Manager	Stephanie Johnson, MLIS, Project Manager	AJ Eide, Project Coordinator

Task 1	Initial Meeting
	After the project is awarded and a contract agreement is signed, a meeting is scheduled with the library and your Bibliotheca sales and project implementation teams. The purpose of the meeting is for your Bibliotheca project manager to learn more about your current environment, business model, workflow and the goals you want to achieve in this project as well as offer consultation and guidance tailored to your project. At this initial meeting, we will: ▪ Confirm RFID products, quantities and services ▪ Discuss the high-level goals that need to be achieved to make your project a success and define the project acceptance criteria ▪ Discuss the escalation and change management process, status reporting and meeting frequency
Output 1	System design discussed and goals agreed upon. Escalation and change management process are established. Introduction to project implementation process and team.
Task 2	**Project Kick-off**
	After the initial meeting, your project is ready to move into the next phase: project kick-off! Project kick-off with project manager and Library: ▪ Your Bibliotheca project manager will schedule a project kick-off meeting and establish a regular communication cadence. ▪ The Library will provide a designated point of contact and back-up contact for Bibliotheca to work with throughout the duration of the project. We

	commit to open communication between the Library and the Bibliotheca team.
Output 2	System design confirmed and communication channels established. Library completes Pre-Installation Questionnaire and Checklist Form.
Task 3	**Project Plan**
	The Library and Bibliotheca will discuss the Project Plan, the project timeline and will schedule the site survey. There may be multiple meetings to define the Project Plan, depending on the size and complexity of the project. Priorities, branch hours, contacts, customer responsibilities, Bibliotheca responsibilities and site preparation are all included in the Project Plan.
Output 3	Project Plan and Deliverables Schedule are confirmed. All parties review and approve the Project Plan and Deliverables Schedule.
Task 4	**Delivery of Equipment and Software Installation**
	We'll arrange delivery of equipment and will schedule for the complete installation with minimal disruption to your library. All installation activities will be scheduled and coordinated with your approval.
Output 4	Equipment is delivered, uncrated and packaging is removed. Equipment is moved into place and configured. Software is configured to meet the Library's goals.
Task 5	**Equipment and Software Training**
	We will work with MCL to create a training plan that addresses your chosen timeline, RFID conversion and use of selfCheck and libraryConnect LINK central management. Our trainers suggest completing RFID training in person to get all staff members aligned for the critical RFID conversion phase. In addition, they will go over System Manager settings and libraryConnect LINK abilities. This is especially helpful for the IT and administrative staff. After this initial training, we suggest live, virtual training with their larger team via Zoom. There are several advantages to this approach. Delivering training at the time the library staff members are ready to use the new system means information is fresh in everyone's minds. The virtual training will be recorded and accessible for new employees or staff members who just need refresher. This hybrid solution best meets MCL's needs by allowing training to take place at the right time.
Output 5	Training on product detail and product configuration decisions are delivered on the library's own equipment.
Task 6	**Verification testing**
	Software and hardware will be tested and approved by our installation team. The installation team checks system connectivity, software configuration and tests products with your ILS. In order to ensure all goals have been successfully achieved, it is important that you also perform testing.
Output 6	System configurations are updated as needed.
Task 7	**Pre-closure meeting**

	As the project nears completion, your Bibliotheca project manager will schedule a pre-closure meeting to ensure that all goals have been completed to the satisfaction of the Library.
Output 7	List of outstanding issues will be addressed.
Task 8	**Project closure**
	After all project implementation activities have been successfully achieved, we will send the project closure document to you, which is then signed and returned to Bibliotheca. Additionally, after the completion of the project you'll receive a survey to access your satisfaction with this project. We encourage you to provide your feedback to help us improve our process.
Output 8	Project Closure document is signed by the Library signaling acceptance of the system. The system is now ready to go live for patrons.

Now the project is handed over to our support team, who will be the library's main contacts post-acceptance for any issues that may arise.

When your project is complete, Bibliotheca will still be here to serve and support you throughout the life of your equipment. We provide you with access to our free LibraryConnect.com portal and a toll-free number so that you can quickly reach us regarding concerns.

Implementation Responsibilities

The table below highlights which party is responsible for each activity during the project lifecycle.

Activities	Bibliotheca	Library
Planning		
Project kick-off meeting	✓	✓
Establish communication channels and agree on reporting procedures, including reporting frequency	✓	✓
Produce a project plan	✓	
Review and agree the project plan	✓	✓
Risk identification, assessment and mitigation	✓	✓
Provide documentation (patron guides and manuals)	✓	
Arrange delivery of equipment	✓	
Schedule installation resource	✓	
Pre-installation		
Arrange installation of power and network access points for solutions and conduits as defined by the site survey (if purchased)		✓
Construction/electrical considerations, hole drilling, wall cutouts, etc.		✓
Procurement of SIP2 licenses		✓
Gather information to establish software configurations and desired features (including network, ILS/LMS information)	✓	✓
Provide IT staff with appropriate credentials to assist in the installation and testing of the equipment		✓
Installation		
Install and configure all products and services	✓	
Deliver staff training to agreed schedule (if purchased)	✓	
Closure		
Agree customer acceptance	✓	✓
Complete customer survey		✓

Timeline

Here's an example of a typical project timeline. This will be adjusted to fit your specific project goals.

Phase	Timeline
Project Kick-off	1 week after contract executed
Delivery of Equipment	Depending upon products selected and customer schedule.
Capturing configuration information	Ongoing
Equipment and software Installation	Beginning within 1 week after equipment delivery. Installed according to a mutually agreed upon schedule.
Hardware and Software Training (if purchased)	Upon completion of installation
Acceptance Testing	Upon completion of installation
Pre-closure meeting	Upon completion of installation and training
Project Closure	Upon completion of all project implementation activities

Due to delays with global supply chains and shipping, delivery lead times are subject to change.

Service and Support

Bibliotheca has the most comprehensive support team serving libraries. Our unsurpassed talent and scale mean that we can accomplish more together.

- Largest network of on-site support technicians – 80+ strong
- Broad geographic coverage ensures you have a local expert on-site when needed
- Deep bench of remote support technicians and product experts – 40+ strong
- Many in-house product experts and on-site technicians have been working with Bibliotheca solutions for 10+ years

Skilled. Our techs know libraries, and they know your equipment. Bibliotheca on-site and remote support technicians are required to complete weeks of training for each product before being certified to work on it. In addition, techs are required to take customer satisfaction service excellence and safety training prior to completing onsite services. We do not send general computer repair people (aka "smarthands") to service our products.

Local. We have local on-site technicians who come prepared. Bibliotheca's technician for Mendocino County Library is located in Santa Rosa. We do not fly out a person from the home office, and we do not charge for travel, hotels and meals.

Transparent. Proactive support starts with the Customer Center support portal where we keep you in the loop on all requests.

Bibliotheca's comprehensive service plan	
24/7 self-guided learning. www.libraryconnect.com helps you keep your library running smoothly. - Tips and training materials - How-to videos - Manuals and user guides	**24/7 help desk support.** Connect with a support technician when you need it most. We have extended hours and improved response time.
24/7 Customer Center support portal. www.bibliotheca.com/helpdesk is your dashboard for support. - Improved case management - Easily open, edit and close support cases - View current system status and historical cases - Share information between your library and Bibliotheca	
Responsive on-site help. We focus on support so you can focus on your library. - If an issue requires on-site assistance, our technicians are dispatched to service your equipment - Parts are included, and technicians arrive in vehicles stocked with parts - Time to first response: 4 business hours - Time for on-site response: 8 business hours contingent on geography-specific call-out schedule - On-site support hours are Monday – Friday during standard business hours, less holidays	

Attachment C: Project Approach, Equipment, and Questions

General Criteria	Yes/No	Notes
The proposed system must be compatible with current/new ILS	Yes	Bibliotheca solutions are fully compatible with all major Integrated Library Systems (ILS), including Polaris, Sierra, Symphony, Koha, Evergreen, Alma, Horizon, and others. Integration is supported via SIP2, NCIP, and API protocols. Our systems are designed to adapt to future ILS upgrades and transitions, ensuring long-term interoperability. We also support dual ILS environments and offer configuration tools that allow libraries to manage workflows across multiple platforms.
Proposed system components must not interfere with other equipment, ILS clients, or personal computers nearby	Yes	Bibliotheca equipment is engineered to operate independently and without interference. Our RFID gates, workstations, and self-check systems are FCC-certified and designed with shielded components to prevent electromagnetic disruption.
The RFID systems must be compatible with existing RFID tags	Yes	Bibliotheca RFID systems are compatible with ISO 28560-compliant tags and support SLIX and SLIX2 chip technologies. Our systems are interoperable with existing RFID infrastructure and can read and process tags from other vendors. We ensure backward compatibility and support AFI and EAS security features, allowing libraries to maintain their current tagging standards without disruption.
The equipment shall be new and manufactured within the past two years. No refurbished, recycled, or repaired equipment will be accepted	Yes	All equipment proposed by Bibliotheca for your project is newly manufactured and represents the latest generation of our product line. Our solutions are built with commercial-grade components and designed for durability, reliability, and long-term performance. The recommended RFID workstation mobile, an all-in-one cart with integrated touchscreen PC, automatic tag advancement and anti-tip feature is leased, and it is refurbished by our in-house tech team after each deployment.

		These systems are tough and are meant to make tagging faster in the stacks with a full PC (not just a laptop) to make conversion easier.
The proposed system must offer a cloud based central management console	Yes	Bibliotheca's libraryConnect LINK is a cloud-based central management console that enables remote monitoring, configuration, and reporting across all connected devices. Hosted on Microsoft Azure, it provides secure access to system health, alerts, and analytics. Features include role-based access control, scheduled reporting, and integration with third-party tools via secure APIs. This platform empowers library staff to manage operations efficiently from any location.
Self-Check Criteria	**Yes/No**	**Notes**
Proposed Self-Checkout system must support several language options including English and Spanish	Yes	Bibliotheca selfCheck kiosks support over 70 languages, including English and Spanish. Patrons can select their preferred language at any time during the transaction using the quickConnect interface.

Clicking the "more" button allows patrons to choose their preferred language from a full menu.

Circulation of items must follow the rules in the ILS	Yes	Bibliotheca selfCheck systems integrate with the library's ILS via SIP2, NCIP, or API protocols. All circulation transactions follow the rules and policies defined in the ILS, including renewals, holds, and blocks.

Ability to review items based on ILS renewal rules	Yes	The selfCheck system communicates with the ILS in real time to determine renewal eligibility based on ILS-defined rules. Patrons are notified of renewal status and any restrictions during the transaction.
Accurately identifies quantity of items on RFID antenna simultaneous for up to 12" in height	Yes	Bibliotheca's proposed selfCheck 2500 is designed to detect multiple items placed on the antenna simultaneously, with a read range that supports stacks of items. Leveraging human factors research and precision engineering, Bibliotheca has developed an optimized read zone above the antenna that reliably scans small stacks of materials. While the zone is designed to encourage presentation of fewer than 12 inches of items, this intentional limitation supports greater read accuracy and ensures a smoother, more consistent user experience for patrons. The barcode blue dot is positioned centrally on the RFID tray, to ensure good reading performance for RFID and barcode items. For best performance, place items centrally and stacked no higher than the bottom of the screen. It is also a good idea to fan the items slightly, to reduce risk that tags overlap.
The proposed system must detect and verify items that have multiple RFID tags and disallow checkout as appropriate	Yes	The system detects multiple RFID tags on a single item and prevents checkout if conflicting tag data is found. This ensures item integrity and prevents errors in circulation. The selfCheck quickConnect software will follow the rules of the ILS, and the library can configure the pop-up messages to, for instance, tell a patron that an item is missing from a multi-part set.
System accepts alphanumeric user input via touch screen for library barcode and PIN	Yes	Patrons can enter their barcode and PIN using the on-screen keyboard. The system supports alphanumeric input for both fields, ensuring accessibility for all users.

Example of screen for manual entry of patron PIN:

Example of screen for manual entry of User ID barcode number:

Barcode readers must detect Codabar barcodes in print and digital forms (ex: from a smartphone screen)	Yes	Bibliotheca barcode scanners are capable of reading Codabar barcodes from printed library cards and digital screens, including smartphones. This supports flexible patron authentication.
Vendor must allow changes in self-check system set-up, configuration, and system messages to be easily implemented by library IT staff, requiring minimal or no interaction with vendor support	Yes	System Manager, the backend configuration tool for quickConnect, allows library IT staff to customize workflows, messages, fonts, colors, and themes using an intuitive web interface without vendor assistance. We've provided in-depth information and images showing our user-friendly dropdown menu system on pages 22 and 59.

Self-check system software must meet ADA guidelines and include features such as a large touch-screen interface, user-selectable high-contrast interface, and large font size	Yes	We not only meet ADA guidelines, but Bibliotheca software and devices were purpose-built with accessibility in mind. Bibliotheca self-check systems comply with ADA guidelines and global accessibility standards including WCAG 2.4, EN ISO 301549, and BITV. Each kiosk features a large 22-inch anti-glare touchscreen, user-selectable high-contrast themes, adjustable font sizes and interface elements designed for easy reach. Using animated instructions on the screen users can complete the process without needing staff assistance and leave your library with an overall positive experience. Our installers will work with the library to make sure that all city codes and disability standards are met. With optional accessibility packages, patrons can also enable text-to-speech and use headphone jacks for audio guidance. With the optional selfCheck 3000, a height adjustable leg is available.
System must allow for PIN requirement to be enabled/disabled	Yes	Library staff can configure the selfCheck system to require or bypass PIN entry based on local policies. This setting is easily managed through System Manager.
Receipt email options are customizable by library IT staff	Yes	Receipt options, including email format and content, are customizable by library IT staff using System Manager. Patrons can choose email, SMS, or no receipt. SMS receipts are a fast, easy way to send receipts to patrons, and they don't require the use of the internet.
Self-checks system autodetects connectivity and enter functional offline mode	Yes	quickConnect software includes Store & Forward technology that automatically detects connectivity issues and enters offline mode, allowing uninterrupted patron service.

Offline mode activity is uploaded automatically when connectivity is restored	Yes	Transactions completed in offline mode are automatically uploaded to the ILS once connectivity is restored, ensuring accurate recordkeeping and patron account updates.
The self-check system must provide prompts to guide patrons at each step of the process while clearly communicating any error conditions	Yes	quickConnect provides animated prompts, pop-up messages, and visual cues to guide patrons through each step. Error conditions are clearly communicated with instructions for resolution.

Checking out at the selfCheck 2500 can be completed in three easy steps!

Checkout Process
Step 1: Scan or manually type patron's card.

Step 2: Place materials on RFID antenna shelf.

Step 3: Select how to receive your receipt. Transaction is now complete!
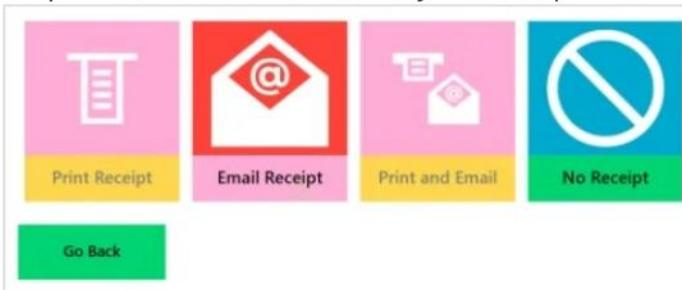
Self-check displays status for items restricted from checkout, along with all related instructions for processing	Yes	The system displays item status and restriction messages received from the ILS. Custom messages can be configured to instruct patrons on next steps or direct them to staff assistance.

The quickConnect™ system doesn't rely on library staff intervention – custom messaging, pop-ups and animations guide patrons through transactions. If a patron using the selfCheck™ 2500 encounters an issue, such as a restricted item, quickConnect™ selfCheck™ software provides library configurable custom messaging and pop-ups that are easy for your patrons to see and understand. This example message would be edited by the library to include your wording and process for handling.
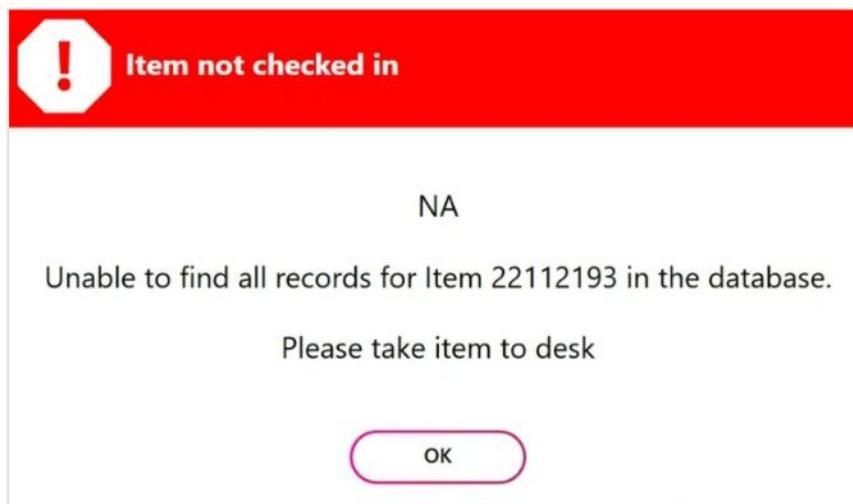
After a successful login to a patron account, pop-up messages sent from the ILS will appear to remind patrons of important information regarding their account status (for example, if the patron account needs to be renewed at regular intervals, how long the account will remain active) or to prompt the patron to take action (for example, a patron will be prompted to either pay now or pay later if they have unpaid fees on their account).

A pop-up message can display notifications such as session timeout. (Session length can be configured by the library.) Example:
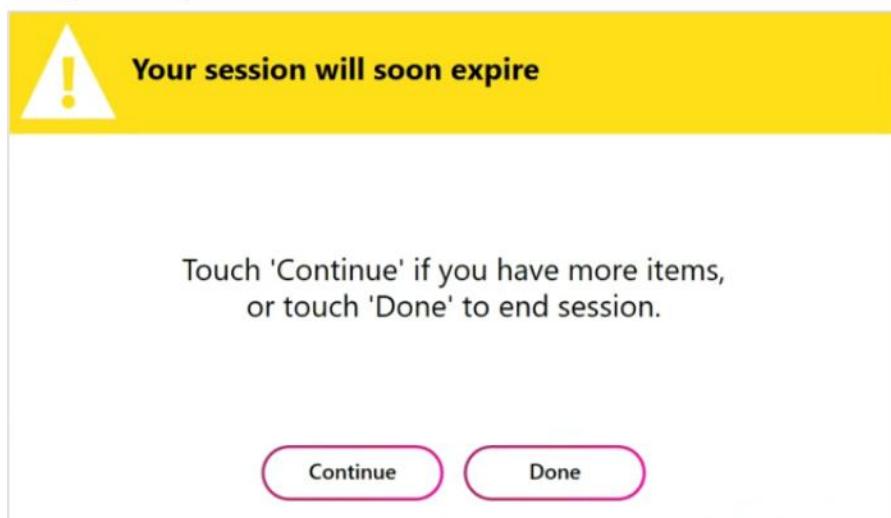
Here are example pop-ups showing the patron's account balance and confirmation that the account summary was sent. Again, the library can edit using its own terminology for all messages.

Account balance

Your account balance is $6.00

OK

Success

Account summary sent to Acrawford@library.com

OK
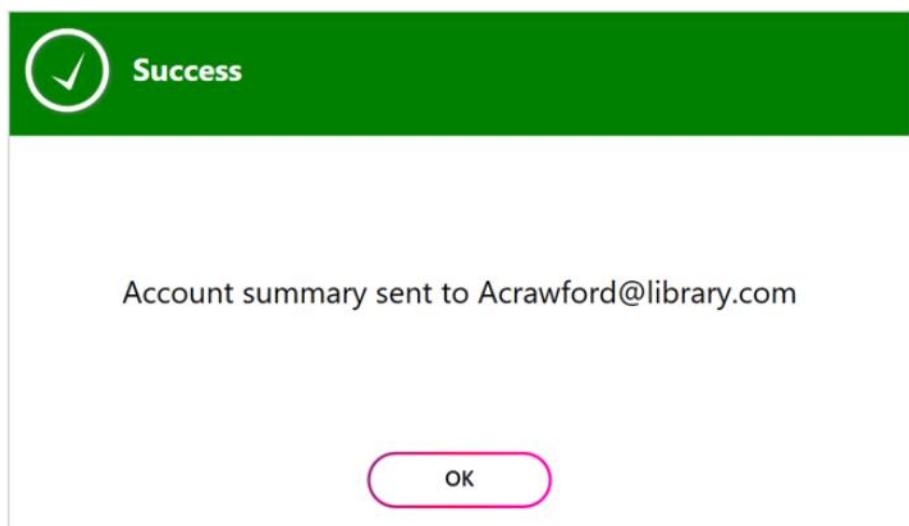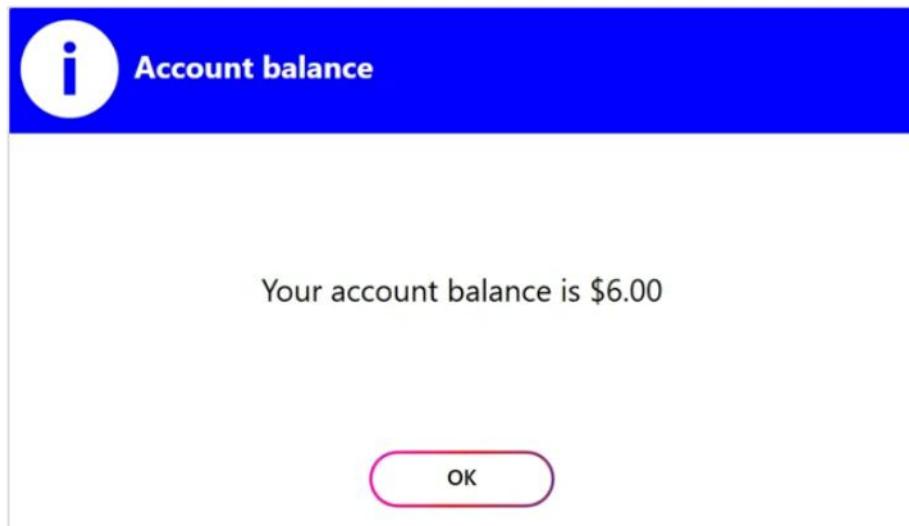
Staff can customize messages based on patron and item status by using quickConnect™ System Manager. Staff can simply search for the message they wish to change and edit it to their preferences. Example of the many possible messages library staff can easily edit in System Manager:

Allows patrons to input account validation (PIN) via touch screen	Yes	Patrons can enter their PIN using the on-screen keyboard. The system supports secure PIN entry and validation as part of the login process.
Ability to view account information including items checked out, existing hold requests, and fees owed	Yes	Patrons can view their account summary, including current checkouts, holds, and fees, directly on the selfCheck screen after logging in.

Here's an example account summary:

	Yes	quickConnect displays essential account information while maintaining patron privacy. Sensitive data is omitted, and access is limited to authenticated users. Please see screenshots above.
The proposed system must have the ability to display select information from the patron record, such as number of items checked out, number of items on hold, and outstanding fine information, without compromising patron privacy		
Reporting Features	**Yes/No**	**Notes**
Statistics must be accessible via the central management console	Yes	libraryConnect™ LINK supports item-level reporting by day of the week, both system-wide and per device. This enables libraries to analyze usage patterns and optimize staffing and services
Item-level self-check transactions by day of the week across all devices AND by device	Yes	Reports include hourly, daily, monthly and yearly breakdowns of item-level transactions, allowing libraries to

<table>
<tr><td></td><td></td><td>identify peak usage times and adjust operations accordingly.</td></tr>
</table>

The Insights section of libraryConnect LINK allows the staff to easily view transactions by time period and device. Staff members can customize reports and schedule and received them via email, so they don't have to recreate the wheel each week or month.

Item-level self-check transactions by hour of day across all devices AND by device	Yes	See above.
Item count by item type for all devices AND by device	Yes	The system tracks item counts by type (e.g., books, DVDs) and aggregates data across all devices or by individual units, helping library staff understand circulation trends by material type.
Total item counts across all devices AND by each device	Yes	Total item counts are available f and can be filtered by branch or individual machine. Reports include successful and unsuccessful transactions, renewals, and returns.
Patron-level transactions by day of the week for all devices AND by device	Yes	libraryConnect™ LINK provides patron-level transaction data by day and device, supporting detailed analysis of user behavior and engagement
Export of all transactions data for all devices AND by device	Yes	Staff members can customize reports and schedule and receive them via email, so they don't have to recreate the wheel each week or month.

Information from Insights above can be downloaded/sent as a report.

Sorting : 23rd - 29th December 2024   Total: **6,743**
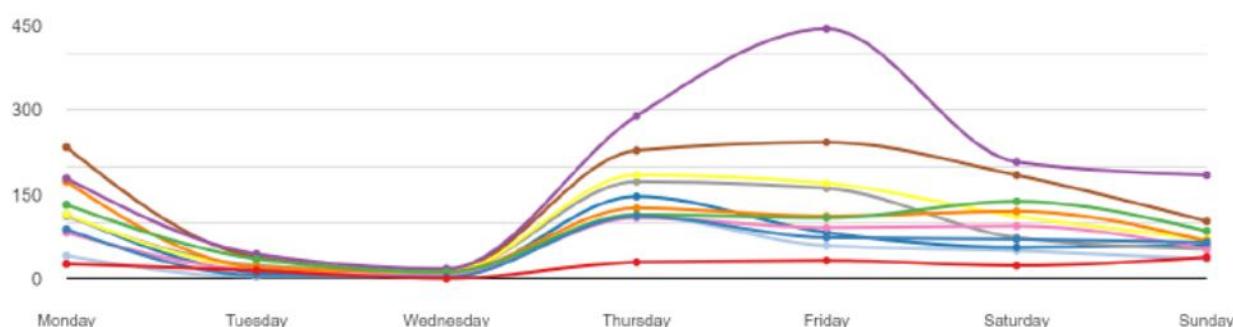
Number of Items sorted to Bins: 23rd - 29th December 2024
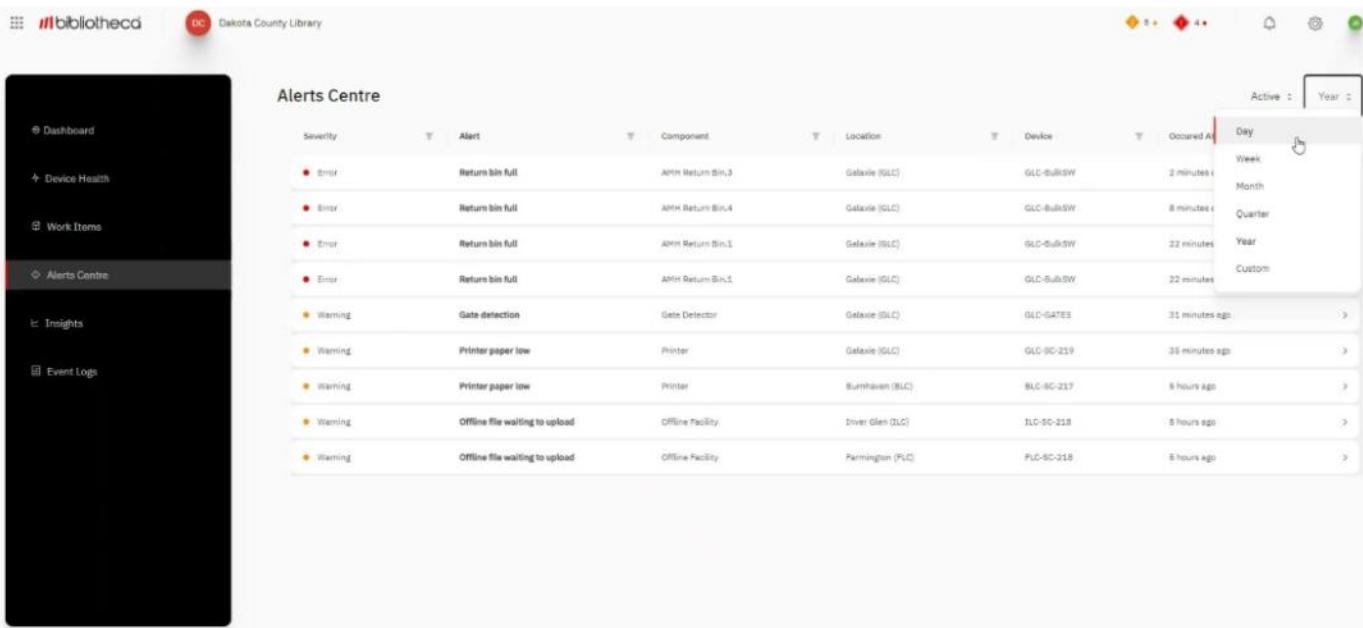

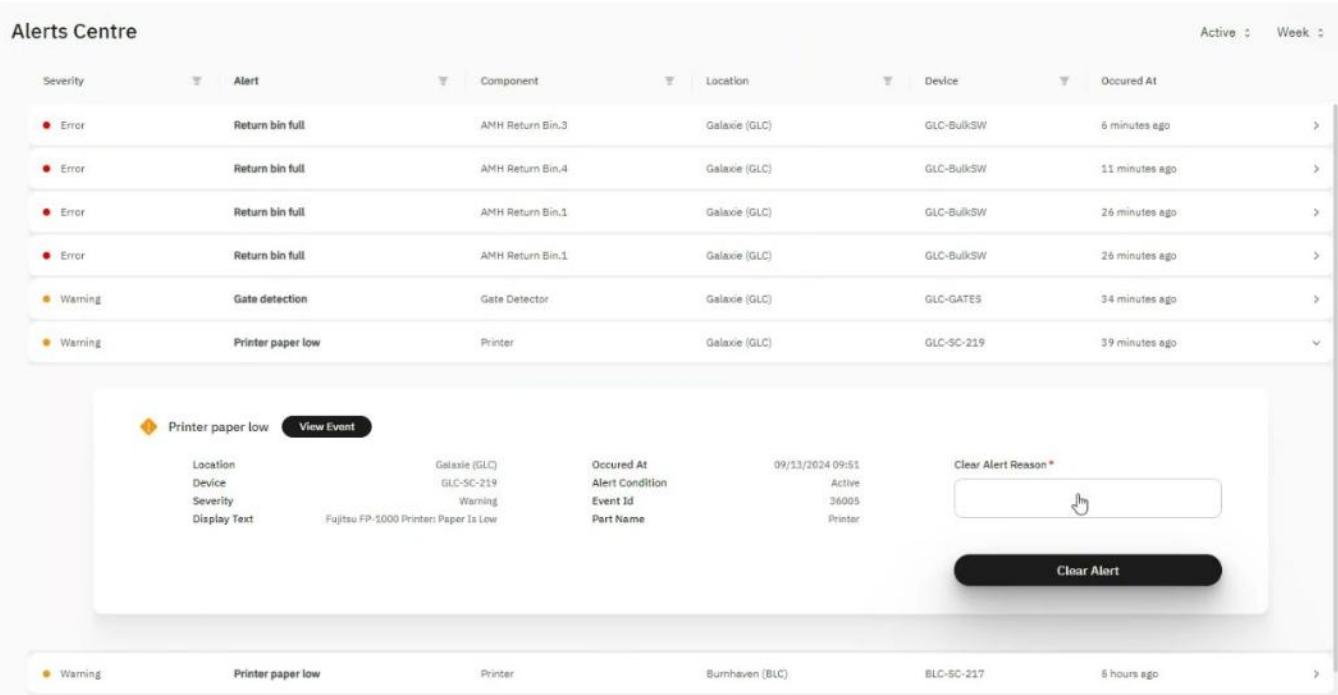| Should enable reports to be scheduled to automatically email to library staff	Yes	Reports can be scheduled for automatic delivery via email. Staff can configure frequency, format, and content to suit operational needs.

Hardware Status Monitoring Features	Yes/No	Notes
Detail the features and capabilities of any real-time detailed monitoring key components	Yes	Bibliotheca's libraryConnect™ LINK platform provides real-time monitoring of all connected devices. Staff can view system health, component status (e.g., receipt printers, SIP2 connections), and receive alerts for issues such as low paper, network loss, or power failure. Monitoring is accessible via any web browser and includes options for email and SMS notifications.

libraryConnect LINK provides a dashboard and at a glance view so that library staff can stay up to date on the system status from anywhere. With libraryConnect™ LINK, your staff can monitor the health of your system and aggregate data from all connected Bibliotheca solutions. This allows you to easily perform a system-wide analysis of all your equipment at all branches (specific library and specific machine).

Alerts can easily be viewed at any time.

To learn more about an alert, simply click on it.

Tiles allow library staff to see the health of each device at a glance.

	Yes/No	Notes
Real-time monitoring must work with multiple self-check devices at a single or multiple location(s)	Yes	libraryConnect™ LINK supports centralized monitoring across multiple branches and devices. Libraries can view all assets in one dashboard, enabling system-wide oversight and troubleshooting.
Real-time monitoring must allow for additional self-check devices to be added to the network in the future	Yes	The system is scalable and allows new devices to be added seamlessly.
The hardware component monitoring must communicate performance changes to library/IT personnel through a web-based dashboard display that intuitively communicates status changes in real time	Yes	libraryConnect™ LINK offers a web-based dashboard with intuitive visual indicators and alerts. Staff can log support cases, view help desk notes, and configure alert frequency and delivery method for specific components like selfCheck kiosks, AMH bins, and printers.
Training and Service Requirements	**Yes/No**	**Notes**
Must provide training to circulation, system administration, and public services staff in the use of all equipment	Yes	Bibliotheca provides comprehensive training for all staff roles, including circulation, system administration, and public services. Training is tailored to each library's configuration and includes hands-on instruction for hardware and software usage. Please see Attachment D: Pricing List & Implementation

		Schedule. Bibliotheca recommends the following: • Introduction to quickConnect and System Manager • Introduction to libraryConnect LINK • Managing an RFID Conversion Please see page 42 for details on our professional training program.
Training will be performed in person by the vendor and will take place at the Library	Yes	We will work with MCL to create a training plan that addresses your chosen timeline, RFID conversion and use of selfCheck and libraryConnect LINK central management. Our trainers suggest completing RFID training in person to get all staff members aligned for the critical RFID conversion phase. In addition, they will go over System Manager settings and libraryConnect LINK abilities. This is especially helpful for the IT and administrative staff. After this initial training, we suggest live, virtual training with their larger team via Zoom. There are several advantages to this approach. Delivering training at the time the library staff members are ready to use the new system means information is fresh in everyone's minds. The virtual training will be recorded and accessible for new employees or staff members who just need refresher. This hybrid solution best meets MCL's needs by allowing training to take place at the right time.
The library requires user manuals, plus any other materials that are typically distributed during training	Yes	Bibliotheca provides detailed user manuals, quick-start guides, and training materials during implementation. These resources are designed to support ongoing staff education and system familiarity.
The library requires unlimited interaction with the vendor sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation	Yes	As Mendocino County Libraries embarks on the RFID conversion of its collection, we will provide consulting and troubleshooting before, during and after. Bibliotheca offers unlimited access to both sales and technical support teams throughout the entire project lifecycle. Dedicated project managers and certified technicians are available during

Technical Support	Yes/No	Notes
		planning, installation, and post-installation phases.
Provide the standard business hours for tech support in PST	Yes	Bibliotheca's standard on-site technical support hours are Monday through Friday, 8-5 PM. Remote support is available via phone, email, and the Customer Center portal 24/7.
Provide weekend and evening callback technical support	Yes	We offer 24/7 phone, email and portal case reporting service.
Vendor provides on-going support and maintenance of the new system	Yes	Reliable on-site service is a cornerstone of our offering. We have a dedicated technician based in Santa Rosa who serves your area. All major system components are warehoused in the U.S.A., ensuring timely delivery and support. Bibliotheca offers a comprehensive support and maintenance plan that includes: ▪ Remote software support ▪ On-site hardware support ▪ Access to certified technicians ▪ 24/7 help desk via the Customer Center portal ▪ Manuals, how-to videos, and training material We've provided detailed information on page 49.
Technical support personnel are available on-site within 72 hours to address hardware malfunctions	Yes	On-site support is available within 72 hours, with a typical response time of 8 business hours depending on location. Bibliotheca maintains a large network of over 80 on-site technicians as a back-up to your assigned on-site tech, who is located in Santa Rose.
The proposed system must be installed according to a schedule determined in coordination with library staff to minimize disruption	Yes	Your project manager will schedule all installations in coordination with the library. We understand that minimizing disruption is key. The set up of equipment will be quiet and efficient.
Detail installation requirements and the library's responsibilities	Yes	Please see page 47 for installation requirements.

The proposed system must provide conversion services to ensure compatibility for future ILSs	Yes	Bibliotheca systems are designed to support future ILS transitions. We will provide consultation and technical assistance to ensure seamless migration.
Warranty and Service Requirements	**Yes/No**	**Notes**
The vendor must provide an all-inclusive, 12-month warranty on equipment, software, and components and offer extended maintenance/service contract thereafter	Yes	Bibliotheca provides a 12-month all-inclusive warranty covering hardware, software, components, software updates, and on-site hardware support.
Software warranty: Software patches and service pack releases must be supplied	Yes	Software patches and service pack releases are provided approximately every six months under an active service agreement. Updates are coordinated with library staff to avoid downtime and ensure smooth deployment.
The library shall be able to request service using a toll-free 800 number	Yes	Libraries can request service via a toll-free 800 number that connects directly to Bibliotheca's Customer Center. This centralized support line handles all inquiries related hardware and software support.
The service agreement must include remote maintenance for expert technical consultation and software support	Yes	Bibliotheca's service agreements include robust remote maintenance capabilities designed to minimize downtime and ensure optimal system performance. Key features include: ▪ Remote diagnostics and troubleshooting via secure platforms such as TeamViewer. ▪ 24/7 access to software support through a toll-free number, with calls addressed during standard support hours. ▪ Configuration modifications and feature updates provided as needed to keep the software in good working order. These services are backed by a team of certified technicians and product experts who specialize in Bibliotheca systems and understand library workflows. Remote support is complemented by on-site service when necessary, ensuring comprehensive

Health and Safety	Yes/No	Notes
		coverage.
The installation of any equipment will be in full compliance with all current federal, state, and local government building and fire statutes, codes, regulations, and industry standards	Yes	Bibliotheca is committed to ensuring that all equipment installations are conducted in full compliance with applicable federal, state, and local building codes and industry standards. Our installation process includes: ▪ Project Plan Approval: A detailed project plan is developed collaboratively with the Library and reviewed by all parties. This plan outlines responsibilities, timelines, and site preparation requirements, ensuring alignment with regulatory standards. ▪ Coordinated Installation: Equipment delivery and installation are scheduled during standard business hours and coordinated with the Library to minimize disruption. Bibliotheca's installation team ensures that all work adheres to relevant codes and regulations. ▪ Verification Testing: Post-installation, our team conducts thorough testing of hardware and software, including system connectivity and configuration checks. This process confirms that the installation meets both operational and compliance benchmarks.
System is ADA accessible with either a front or side approach in accordance with state and federal standards	Yes	Bibliotheca's self-service solutions are designed to meet and exceed ADA accessibility standards, ensuring equitable access for all patrons. Our systems support both front and side approaches in accordance with federal and state guidelines. ▪ Software Accessibility: The quickConnect™ interface offers

		features such as text-to-speech, high-contrast themes, and configurable font sizes, ensuring usability for patrons with visual impairments.
		▪ All buttons are located in the lower third of the screen, and a flip-switch allows repositioning for reachability.
		▪ Global Standards: Bibliotheca's solutions comply not only with ADA Standards for Accessible Design but also with international benchmarks including WCAG 2.0, EN ISO 301549, and BITV, demonstrating a commitment to universal accessibility.
		▪ Our installation team works directly with each library to ensure that all accessibility guidelines are met during setup and configuration.

ADDITIONAL QUESTIONS/REQUIREMENTS RELATED TO EQUIPMENT

1. **What is the standard lead time for self-checkout and RFID equipment orders once MCL has sent a purchase order? Does the equipment ship from outside the United States?**

   We will work with MCL to ensure you get the solutions according to a mutually agreed schedule. Current lead times are below. The equipment is stocked in our Minnesota warehouse, so it is possible that lead times could be faster.

   ▪ 2 weeks for RFID tags and workstations and RFID workstation mobile conversion station.

   ▪ 4 weeks for selfCheck 2500

2. **What operating system and version does your self-check solution use (Windows 11, Linux, other)?**

   Bibliotheca self-check kiosks deploy with Windows 11 IoT Enterprise LTSC 2024, a long-term servicing version designed for stability and minimal feature changes. This OS is supported by Microsoft for 10 years, with extended support through January 2034

3. **How often is the self-check software updated? How do the self-check devices receive the updates?**

   Bibliotheca releases multiple versions of quickConnect software annually. Updates are delivered remotely via libraryConnect LINK, a cloud-based management platform. Libraries can choose which updates to apply and when.

4. **What information, if any, is stored on the self-check about transactions?**

No Personal or Identifiable Information: Standard logging includes transaction logs, but any patron information is obfuscated to protect privacy. Patron actions are stored as linked IDs, not as actual patron details, ensuring that personal information is not retained in the logs.

Some transactional history is stored on the selfCheck™ in the logs and is built into the SQL database. This allows the selfCheck™ unit to report on transactional usage history (for example, successful versus failed transactions, number of items loaned, etc.), as well as payment transactions if required by the library.

5. **Please list ILS programs supported by the proposed system.**

Bibliotheca supports integration with major ILS platforms via SIP2, NCIP, and SirsiDynix web services, including:

- Polaris
- Sierra
- Koha
- Evergreen
- Carl.X
- V-Smart
- Apollo
- Alma
- And others

6. **Describe the services provided for transitioning the proposed system to future ILSs.**

Bibliotheca provides:

- Real-time integration via SIP2 and NCIP
- Consultative support during migration
- Training and documentation for staff
- Remote and on-site assistance from certified technicians

7. **Will the self-checkout equipment have the option of turning off the RFID capabilities until each branch is fully RFID capable?**

- Yes

We understand MCL may be transitioning to a new ILS soon. We want to assure MCL that Bibliotheca can accommodate a quick switch to the new ILS with a little advanced planning. ILS migrations are not at all uncommon among our customers, and we have worked with transitioning customers from SirsiDynix Horizon for many years.

[END OF DEFINITION OF SERVICES]

III bibliotheca

Pricing List & Example Implementation Schedule

Library will be invoiced 50% on order placement; balance invoiced at receipt of shipment and installation/training services. Support & Maintenance will be invoiced before initial one-year warranty expires. Software licenses will be invoiced annually.

Description	Quantity	Unit Cost	Total Price
Stand Alone Self-checkout (Hardware) selfCheck 2500 kiosk	3	$6,000	$18,000
Tabletop Self-Checkout (Hardware) selfCheck 2500 desktop	4	$5,000	$20,000
Self-check Software License libraryConnect LINK central management	7	$99	$693
RFID Staff Hardware/Software (without PC) RFID workstation USB	23	$705	$16,215
RFID Conversion Portable Staff Workstation RFID workstation mobile conversion station	2	$820	$1,640
RFID Standard Square Tags RFID tag square (2,000 tags/roll)	180,000 (90 rolls)	$230	$20,700
Installation	1	Included	Included
On-site training with professional training with MLIS degree. Please see page 42 for details on our training process. Unlike other vendors, we don't send a sales rep to do the training in person. Please see Optional pricing for live virtual training.	1	$1,500	$1,500
		Subtotal	$78,748.00
		Tax	$6,929.82
		Shipping	$7,690.00
		Total Project Cost	$93,367.82

Description							Total Price
Support & maintenance – 5 years (Includes discount for paying upfront for Years 2-5)							$42,886
Support & maintenance – 7 years (Includes discount for paying upfront for Years 2-7)							$64,940
Annual Costs (if required – describe and itemize)							
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Warranty	$10,568	$10,885	$11,212	$11,548	$11,894	$12,251	Support and maintenance paid annually

Prepaying for support is the most cost-effective purchasing option that provides peace of mind as the library doesn't need to budget for service pricing for many years. This option allows libraries to reduce their operational cost and put surplus capital dollars to good use. By prepaying for support Bibliotheca can provide significant discounts on service pricing while providing the quality on-site and remote service the library expects from a trusted vendor.

Our comprehensive support plan includes local on-site technicians who come prepared. Bibliotheca's technician for Mendocino County Library is located nearby. We do not fly out a person from the home office, and we do not charge for travel, hotels and meals.

We would also like to offer a 2% discount if you pay upfront for 2 years after warranty. If you purchase 3 years after warranty upfront, we can offer a 5% discount.

Optional Solutions	Unit Price
selfCheck™ 3000 desktop kiosk	$6,799
selfCheck™ 3000 - full height leg	$800
cloudCheck tablet	$2,109

Training: virtual training with our professional trainers
  ▪ Introduction to quickConnect and System Manager
  ▪ Introduction to libraryConnect LINK
  ▪ RFID Conversion Workshop
	$100
	$100
	$200

RFID workstation shielded	$879
remoteLocker indoor central tower	$15,882
remoteLocker outdoor central tower	$21,629
smartShelf borrow with table and right side RFID cabinet	$25,000
Introduction to smartShelf borrow	$400
RFID rectangle tags (1,500 tags/roll)	$260/roll
RFID fullDiscCD tags (1,000 tags/roll)	$400/roll
DLA inventoryWand mobile inventory device	$3,788
uniFi+ messaging platform for all selfCheck screens, 1 year subscription	$688
Introduction to uniFi	$400

Pricing Terms:
▪ Support and maintenance pricing is subject to change based on final quantities and product configuration.
▪ System returns will be accepted within 30 days from the date of order and must be in original packaging. A 20% restocking fee will be charged and customer will pay for return shipping.
▪ 50% invoiced on order placement; balance invoiced at shipment, NET 30.
▪ Due to delays with global supply chains and shipping, delivery lead times are subject to change.

Purchase over three years

We understand the need to spread costs over several years and will work with the library to find the best way to balance successful completion of the RFID conversion project with other operational needs. Please note: Shipping and tax are not included below and will be determined at the time of order. The price for libraryConnect LINK subscription (one license/device) is $99/device annually. Training is to be determined as MCL can choose live or virtual training.

IMPLEMENTATION SCHEDULE

Implementation schedule subject to change in timing and quantity by the Library

YEAR 1	ITEM	QTY	UNIT PRICE	ADDITIONAL CHARGES	TOTAL
ALL BRANCHES	Stand-alone Self Checkout PC	3	$6,000		$18,000
	Tabletop Self-Checkout PC	4	$5,000		$20,000
	Self Check Software License	7	$0		$0
ROUND VALLEY	RFID Conversion Staff Workstations	1	$820		$820
	RFID Staff Equip. (pad and software)	3	$705		$2,115
	RFID Tags (Rolls can't be split)	~~27,000~~ 28,000	$230		$3,220
BOOKMOBILE	RFID Staff Workstation	3	$705		$2,115
	RFID Tags (Rolls can't be split)	~~5,000~~ 4,000	$230		$460
				YEAR 1 TOTAL	$46,730
YEAR 2	ITEM	QTY	UNIT PRICE	ADDITIONAL CHARGES	TOTAL
WILLITS	RFID Staff Equip. (pad and software)	3	$705		$2,115
	RFID Conversion Staff Workstation	1	$820		$820
	RFID Tags	30,000	$230		$3,450
UKIAH	RFID Staff Workstations	7	$705		$4,935
	RFID Tags	50,000	$230		$5,750
YEAR 2 TOTAL					$17,070
YEAR 3	ITEM	QTY	UNIT PRICE	ADDITIONAL CHARGES	TOTAL
COAST	RFID Staff Equip. (pad and software)	3	$705		$2,115
	RFID Tags	18,000	$230		$2,070
FORT BRAGG	RFID Staff Equip. (pad and software)	5	$705		$3,525
	RFID Tags	50,000	$230		$5,750
YEAR 3 TOTAL					$13,460
GRAND TOTAL					$77,260

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

a.   Combined single limit bodily injury liability and property damage liability - $1,000,000 each occurrence.

b.   Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - $500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float

- Elimination of check processing costs

- Remittance data transmitted with payment for more efficient back-end reconciliation

- No collection costs associated with lost or misplaced checks

- Reduced exposure to check fraud

- More efficient handling of exception items

- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.

- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email
Auditorap@mendocinocounty.gov