



County of Solano  
Standard Contract

*For County Use Only*  
 CONTRACT NUMBER:  
 (Dept., Division, F.Y. #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Lygnsoe Systems, Inc.  
CONTRACTOR'S NAME

2. The Term of this Contract is:

April 1, 2018 to March 31, 2023

3. The maximum amount of this Contract is:

\$785,697

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on April 24, 2018.

CONTRACTOR	COUNTY OF SOLANO
<u>Lygnsoe Systems Inc.</u> CONTRACTOR'S NAME	<u>[Signature]</u> AUTHORIZED SIGNATURE
<u>[Signature]</u> SIGNATURE	<u>Director of Liby Serv</u> TITLE
<u>Cory L McLoy President</u> PRINTED NAME AND TITLE	<u>1150 Kentucky St.</u> ADDRESS
<u>7450 New Technology way suite B</u> ADDRESS	<u>Fairfield CA 94533</u> CITY STATE ZIP CODE Approved as to Content: <u>[Signature]</u> DEPARTMENT HEAD OR DESIGNEE Approved as to Form: <u>[Signature]</u> COUNTY COUNSEL
<u>Frederick MD 21703</u> CITY STATE ZIP CODE	

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

Lyngsoe agrees to provide, install, support, and maintain automated materials handling (AMH) equipment at six (6) branches of the Solano County Library (SCL). The AMH equipment will include a sorter, conveyance, customer returns, staff induction stations, and bins/carts. This AMH equipment will be managed by a central management software component.

Lyngsoe agrees that all information provided in their response to RFP 525-410-17 Library Radio Frequency Circulation and Security Equipment and Automated Materials Handling Equipment, is valid and binding in this contract.

Pages 4-48 and Forms A, C, D (Part B-C), and E-J of Contractor's Proposal to RFP 525-410-17, dated 6/5/17, are incorporated into this Contract as the attached Exhibit A-1. Exceptions or modifications to the proposal are clarified and noted below:

1. Configuration requirements for the six (6) AMH systems modified as follows. Updated Form H (Cost worksheets) for modifications are specified in Exhibit B-1.

Library	Sorter Size and Sort Destinations	External Patron Returns	Internal Patron Returns	Staff Inductions	Total Number High Capacity Bins Required	RTS Carts	Hold Slip Printer
Fairfield Civic Center	10-bin configured with (9) high capacity bins (1) RTS Cart	0	2	1	10	1	1
Fairfield Cordelia	6-bin configured with (5) high capacity bins (1) RTS Cart	1	0	1	5	1	1
John F. Kennedy	9-bin configured with (8) high capacity bins (1) RTS Cart	0	2	1	8	1	1
Suisun	5-bin configured with (4) high capacity bins (1) RTS Cart	1	0	1	5	1	1
Vacaville Cultural Center	9-bin configured with (8) high capacity bins (1) RTS Cart	1	0	1	8	1	1
Vacaville Town Square	7-bin configured with (6) high capacity bins (1) RTS Cart	1	0	1	6	1	1

2. Replace all tote shelves with high capacity bins on all 6 sorters.
3. All sort destinations on all sorters will include necessary connections to be "ErgoBox-ready" at no extra charge.
4. Move RTS carts and hold receipt printers to sort destination closest to staff induction on all 6 sorters except Vacaville Town Square.
5. Fairfield Civic Center Library AMH proposed configuration modified to include:
  - a. Remove external patron return and related conveyance
  - b. Original 9 bin sorter increased to 10 bin sorter (9-bins and 1 cart) with 1 additional high capacity bin purchased.
6. Fairfield Cordelia Library AMH proposed configuration modified to include:
  - a. Remove one external patron return, leaving ample room for accessing existing manual book drop
  - b. Reduce sorter to 6-bin configuration.
7. John F. Kennedy Library AMH proposed configuration modified to include:
  - a. Remove external patron return and related conveyance
  - b. Shift AMH closer to internal patron return wall.
8. Suisun City Library AMH proposed configuration modified to include:
  - a. Remove one external patron return, leaving ample room for accessing existing manual book drop
  - b. Include a breakaway section to accommodate existing fire gate use
  - c. Build out section on external patron return to accommodate breakaway section.
9. Vacaville Cultural Center Library AMH proposed configuration modified to include:
  - a. Remove one external patron return, leaving ample room for accessing existing manual book drop.
10. Vacaville Town Square Library AMH proposed configuration modified to include:
  - a. Remove one external patron return, leaving ample room for accessing existing manual book drop
  - b. Sorter discharge arrangement is one-sided and is aligned along left facing wall to maximize workspace.
  - c. RTS cart moved to end of sorter instead of next to staff induction to maximize workspace.

## DESIGN REQUIREMENTS

1. Lyngsoe shall coordinate design of each AMH system with Library project manager.
2. Lyngsoe shall field measure all installations and is responsible for verifying all critical dimensions required for new equipment and coordinating with Library to ensure appropriate placement and function as well as sufficient remaining staff work space.
3. Lyngsoe shall provide "as-built" drawings of the installed works. Electronic copies of all drawings and documents shall be furnished with the final hard copy of the same.

4. Lyngsoe shall submit drawings indicating components, dimensions, elevations, weights and loading, required clearances, electrical and data requirements for review by the County.
5. All data and drawings shall be submitted in U.S. system measurement.
6. Lyngsoe shall comply with all applicable codes and standards.
7. Lyngsoe shall prepare standard manufacturer installation, operation and maintenance manuals for review and approval by the Library project manager.

## INSTALLATION

### Prior to installation:

1. Lyngsoe shall coordinate installation process with Library project manager and third-party construction contractors hired by the County.
2. For each installation site, Lyngsoe will coordinate with Library project manager prior to delivery and unloading for instructions and access to the area of installation.
3. Lyngsoe will ship each AMH system separately to the installation location no more than two weeks prior to each installation date.
4. Lyngsoe shall coordinate with Library project manager for on-site equipment storage prior to and during installation.
5. Lyngsoe shall be responsible for maintaining the entire equipment system up to the date of final installation acceptance.
6. Final installation acceptance will occur after successful completion of all training, installation tests, and after all mechanical and electronic components have operated 24/7 for at least 14 days after installation after which time the Warranty period will begin.

### During installation:

7. Lyngsoe shall not modify existing structure or perform new construction, including attaching equipment to fixed structures, such as walls or floors. This work will be performed by third-party construction contractors hired by the County.
8. Lyngsoe shall protect existing and new construction when installing equipment.
9. During installation, Lyngsoe is responsible for all remediation from damages resulting from vendor actions. Lyngsoe shall notify the County as soon as damages occur and County will determine course of action for remediation – either directly by vendor or by payment to third-party contractors.
10. Lyngsoe shall protect units from physical damage until final installation acceptance.
11. Lyngsoe shall be responsible for removing all shipping packing material, including crates, boxes, and protective material from each installation site.

12. Lyngsoe shall clean up all debris resulting from their installation work. General cleaning shall occur daily, at the end of business for dust control purposes to protect equipment. Waste shall be collected and placed in a location designated by the County.
13. Lyngsoe, to the best of their ability, shall keep installation noise to a minimum during Library open hours.

#### **SUPPORT/WARRANTY**

1. Lyngsoe shall warrant equipment and installation (100% parts and labor) for each system component for a minimum of one year from date the Warranty period begins.
2. Lyngsoe shall provide the services of an experienced and authorized manufacturer's service representative for the work of an extended maintenance contract.
3. The scope of the extended maintenance contract shall include:
  - a. All labor, materials, parts, equipment, supervision, travel expenses, and incidentals required to perform all manufacturers' recommended and required maintenance.
  - b. The costs of labor and parts necessary for maintaining and repairing the AMH equipment for the duration of the extended maintenance contract.
  - c. Routine maintenance conducted on at least an annual basis to include bug fixes and software and hardware maintenance.
  - d. Maintenance visits shall include inspection, equipment repair as required, routine and major maintenance. Lyngsoe shall provide a checklist of tests performed during each maintenance visit for approval by the County.
  - e. Lyngsoe shall provide a written report to designated County staff detailing maintenance tasks performed on each maintenance visit.
4. Lyngsoe agrees to provide software and hardware support, to include
  - a. For all software and hardware support requests, Lyngsoe shall provide a 24/7 toll free telephone support line, with a guaranteed initial response time of 15 minutes for all support requests. "Response" is defined as the start of resolving the issue reported.
  - b. A local trained and certified Technician shall be available to handle on-site maintenance and repair. "Local" is defined as headquartered within 150 miles of County.
  - c. In the event that an on-site repair response is required, a local trained and certified Technician is guaranteed on-site within 8 Library business hours of Lyngsoe and County determining that an issue cannot be resolved remotely. "Library business hours" are defined as 9:00am-5:00pm, Monday – Saturday.

- d. Lyngsoe shall ensure that urgent support requests are closed within 2 business days. "Urgent" is defined as one of more of the following:
  - i. Patron return malfunctioning or unable to accept items
  - ii. Staff induction malfunctioning or unable to accept items
  - iii. Sorter sorting items incorrectly
  - iv. Half or more of the sort destinations unable to accept sorted items
- e. Lyngsoe shall ensure that non-urgent support requests are closed within 5 business days.
- f. Lyngsoe will extend support contract by one day at no charge for every day that the support or service guarantees are not met. Library shall notify Lyngsoe immediately when such a condition applies. Lyngsoe will have 24 hours from notice to resolve the situation before the extensions are applied.
- g. Software patches and upgrades are supplied free of charge, as they become available, and performed by trained technicians and in coordination with Library staff.

#### **TRAINING/DOCUMENTATION**

1. Lyngsoe agrees to provide all documentation in electronic and print formats for all products and each release of software and/or hardware
2. Lyngsoe will provide staff training for each installation location in AMH use and on-site maintenance of all equipment, including use of management software.
3. Lyngsoe shall include start-up instructions and operations and maintenance data for each installed system, in both print and electronic format.

## EXECUTIVE SUMMARY

We are pleased to provide the Solano County Libraries information and pricing in response to the **Automated Material Handling System Project Portion** for **RFP#525-410-17**. This proposal includes complete solutions addressing goals Solano County Library would like to accomplish with this project. We feel that our AMH system meets and exceeds the requirements of the self-check-in device or AMH system. There are no exceptions to the critical requirements listed in section 3.6 of the RFP.

We have outlined our response an organized response format for clarity. Here are some of the reasons that our custom design and software capabilities will best suit the overall success of your goals:

- Speed
- Design
- Reduction in overall construction costs
- Flexibility in design
- Flexibility for the future

These reasons above as well as our patron engagement with intelligent interfaces and tangible receipts, have made us the leading AMH provider to libraries in the world. We look forward to working closely with you on this exciting library automation project as the worldwide leader in delivery of AMH Systems.

Lyngsoe is uniquely suited for this project for several reasons:

- We specialize in AMH equipment manufactured exclusively by us for libraries.
- We are an AMH provider integrator who has extensive experience working closely with other vendors who provide both RFID and Materials Security to deliver a seamless solution to you, the end user.
- We have over 300 systems installed worldwide, over 200 in North America alone. With all those systems installed, we have not had any complete system go down for more than 48 hours...none of them in at least 3 years. Our uptime, consistency and excellence in manufacturing and service delivery makes us the highest quality choice for your everyday reliance.
- Our 99.9% accuracy rate lowers staff time locating and dealing with miss-sorted items. The difference between 99.9% accuracy and 96% accuracy can mean a difference in 85% efficiency to the overall library.
- Our system looks nice and is staff friendly, no concealing covers, bulky machinery or intimidating equipment to discourage library staff from getting to know the AMH system better.
- Our flexible custom design has considered existing workflows, construction costs and fire suppression considerations. We feel that our design will cut planned construction costs, as well as



provide flexibility in design should Solano want changes to design based on information gleaned from the fire marshal or construction contractors.

- High sorter capacity of over 2,500 items/hour.
- A high quality, durable, compact construction that is easy to maintain and expand.
- Familiar with Northern California libraries – We are installing 6 systems alone in 2017!

Our proposal is intended to show Solano County Libraries that we have provided a comprehensive approach to the material handling needs of your library.

## THE BENEFITS OF OUR SOLUTION

- Fastest system in the industry – able to process library items with 99.9% accuracy at speeds over 2600 items per hour. (One every 1.38 seconds)
- Custom designed system specifically for the space available in your library
- Compact System design, our system will the smallest footprints you see.
- Patron and “Holds” or “Transit” Receipt options (email and text also available)
- Greatly reduces errors during item processing and sorting
- Easy to use graphic and text instructions for Staff.
- Handles RFID and/or Barcode, as well as security enabling / disabling
- Whisper-quiet (below 55dbA) because it is completely electric
- Connects to standard wall outlets (120V) combined with Low voltage (24V) components makes it safe for staff
- System sleep mode (energy saving) when no items are on system. Only the components that are needed are turned on – a very environmental friendly sorter!
- Easy to maintain and operate
- Easily expandable should Solano County want to add bins and capabilities at a future time.
- Sorting and messaging criteria can be easily accessed and changed by library staff
- Staff Induction that automatically conveys the items away reduces the repetitive motion of pushing items onto the conveyance. Place the item on the shelf...and **we do the rest!**





## DESCRIPTIONS OF THE PROPOSED SYSTEM

The proposed system is designed to automate the sorting of library items and eliminate manual tasks for your branches, providing library patrons a faster turnaround of transfer materials, and providing your staff a better work environment.

The LibraryMate patron returns will be equipped with RFID readers and the option for barcode scanners, and the Staff Inductions will be equipped with a Barcode and RFID reader, and the staff will be responsible for inputting the items to the Staff Induction one at a time.

The LibraryMates and ErgoStaff stations will communicate with the ILS via a SIP2 connection. The staff station will utilize a 'check-in request' and as needed an 'item information request' message from the ILS and wait for the response. Once the patron or staff stations receives the required 'check-in response' and/or the 'item information response' message from the ILS, it will verify sort criteria and sort the item to the appropriate destination. Destinations can be utilized for the following:

1. ErgoTrolley destinations (all configurable by library staff)
  - a. Return to shelf
2. Tote destinations (all configurable by library staff)
  - a. Branch transfers
3. ErgoCart destination (all configurable by library staff)
  - a. Branch holds
4. Overflow destination

Items triggering holds or transfers will automatically be sorted to the appropriate tote location.

### Capacity

The throughput for the sorter is 2,500 items per hour. However, this is regulated by the capacity of the LibraryMate and Staff Inductions™ configured on the system. For example, a single Staff Induction™ or Induction belt has peak throughput of 2,000 items per hour thus resulting in a system throughput of 2,000 items per hour. This can be increased with the addition of induction points. Lyngsoe Systems has optimized the system controls so that items never stop on the sorter while other items are diverting. This allows for continuous flow from the LibraryMates®, higher throughputs, and longer life expectancy from your sorter drive components.

### Future Expandability

The SortMate™ is configurable and easily expandable. If the Library would decide to add additional sort points in the future, a new SortMate™ module could be added and running within a few hours—easily completed during off-hours with no impact to patrons and minimal to staff.



## Chutes

Included in this proposal is the requested sort locations per branch. Each sorter is equipped with ErgoTrolley destinations, Tote shelf/ErgoTrolley destination, and ErgoCart destination.

## Finish

Lyngsoe uses a durable paint finish for all major components. The standard color is black and green. Custom colors can be supplied for an additional cost.

## Voltage

Voltage required for the sorter is 120VAC, single phase.

## Host Interface Software

All LibraryMates® include highly configurable software for custom sort configurations, and collect statistics for items that are return-to-shelf, holds, transits, and transit holds. Statistics are also available for numbers of sorts per hour.

## Emergency Control Devices

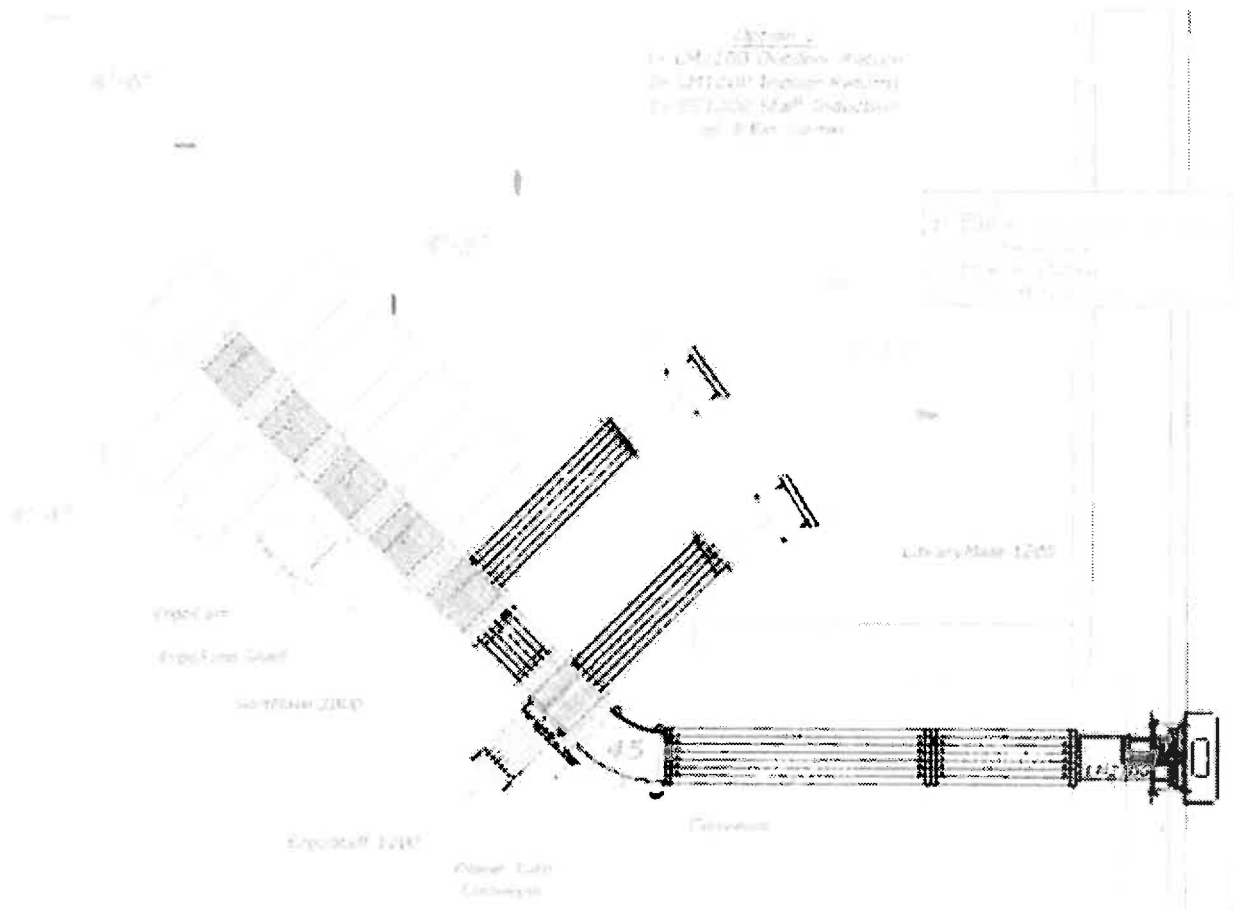
One (1) emergency stop button is included per system. Additional safety devices can be supplied and quoted upon customer request.

## Warranty

A one-year parts warranty is included on all equipment. Additional Service Agreements can be supplied and quoted upon request. System issues deemed not mechanical or software related (i.e.: vandalism, damage due to neglect, or unauthorized modifications) will be subject to a service charge TBD.

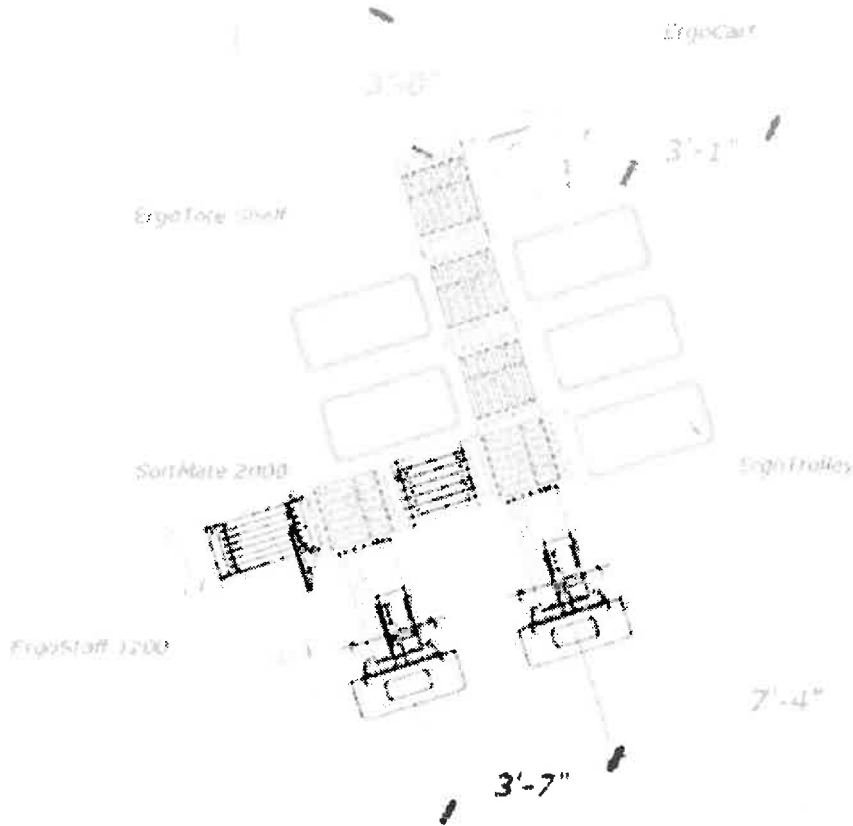


## FAIRFIELD CIVIC CENTER LIBRARY



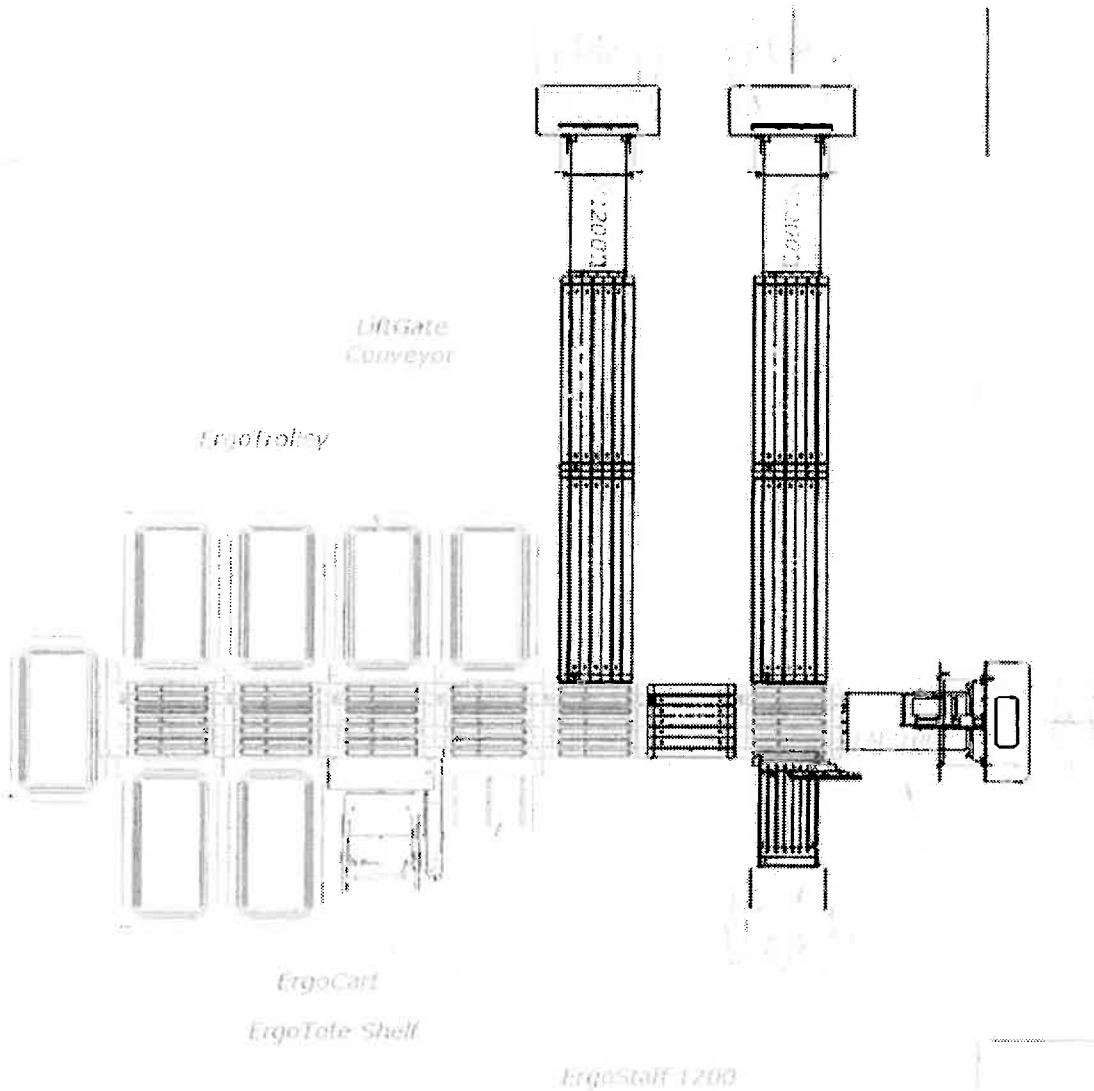
Keeping the existing book drops should lower overall construction costs at this location. We will utilize a 45 degree turn at the end of the wall from the external return to point the AMH system down the open room for maximization of space and utility. This should allow for a current workstation to be used as well as place the Staff Induction in the perfect spot for incoming transits and any staff processed items being brought to the sorter. This design minimizes construction costs and maximizes space efficiency.

## FAIRFIELD CORDELIA BRANCH



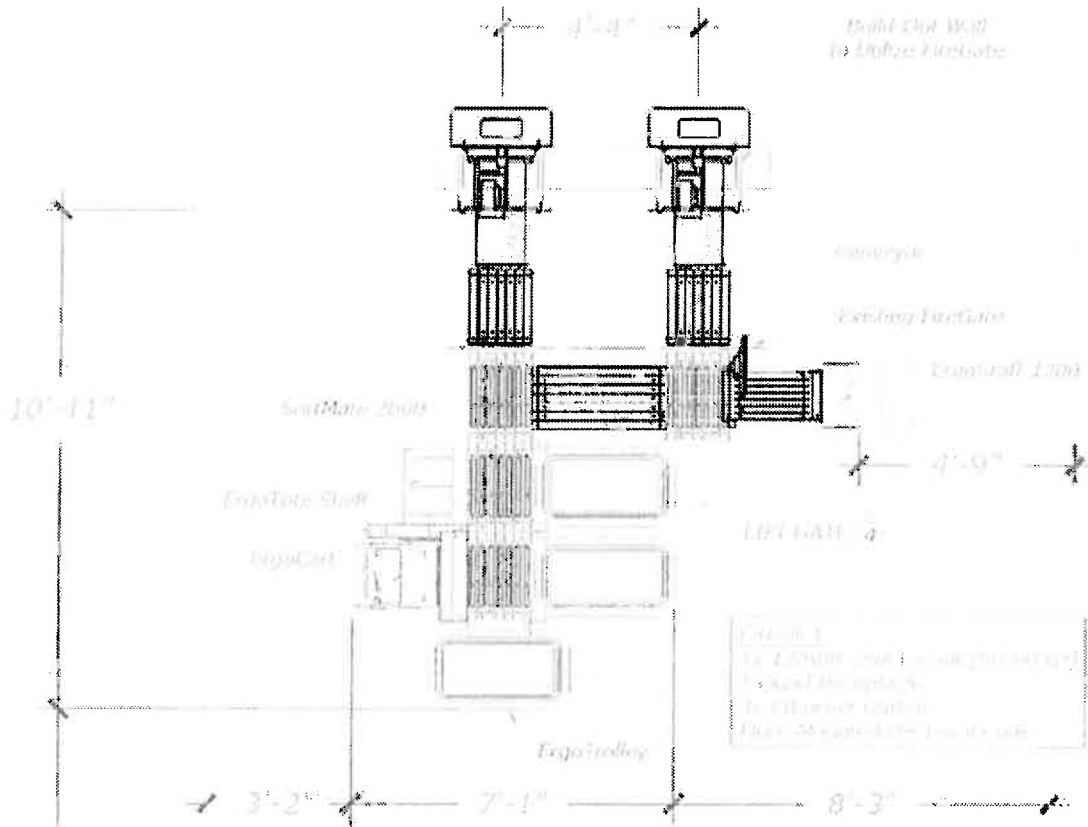
We were able to fit the AMH system in the room and keep to a 3 foot ADA clearance in a standard two-sided format, thus saving AMH system costs. This location for the staff induction should also be a great spot for incoming transits and any staff processed items being brought to the sorter. We plan on utilizing existing penetration locations to minimize construction costs. This design minimizes both AMH and construction costs and maximizes space efficiency.

## JOHN F KENNEDY BRANCH



This design should utilize existing book drop locations for all inductions. We will bring the internal patron return inductions out to the external induction length. This should give adequate workspace and limit overall AMH costs by keeping construction costs at a minimum. We can utilize the same system design with only 1 internal patron return, should Solano County decide to lower overall costs. This would also give the system a smaller footprint.

### SUISUN CITY BRANCH



For the Suisun City branch, we feel the most optimal design involves not changing the current fire protection system. We will design your AMH here to have a “break away” portion of the AMH system that will allow the fire door to come down through the AMH system. Construction costs should be minimal when compared to redesign of an entire fire suppression solution.

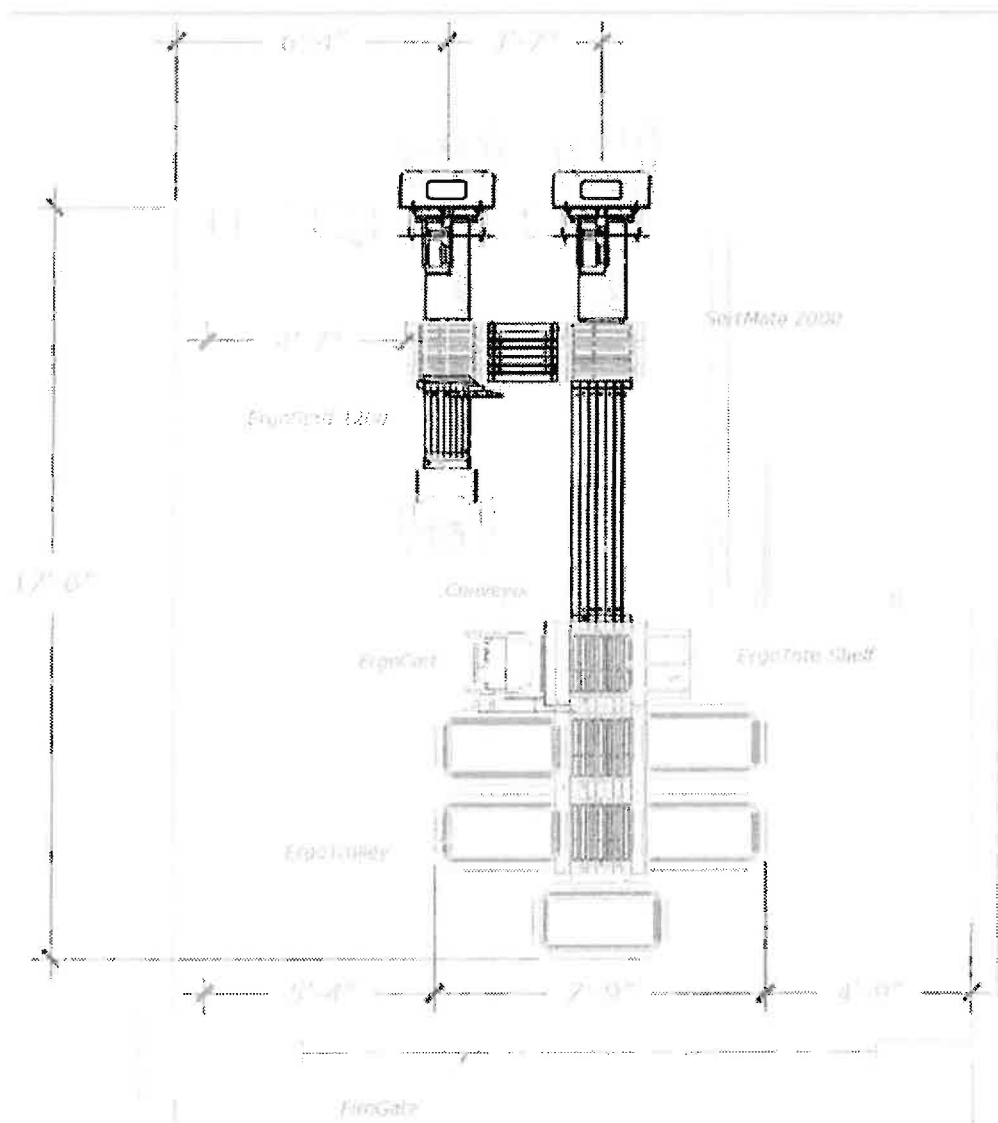
We recommend different locations of the external patron penetrations due to staff induction location, but it’s possible that we can utilize existing bookdrop locations to minimize construction costs. We are looking forward to working with Solano County Library to discuss pros and cons of the different designs we have experimented with. While this is our official submission, we have other designs we would like to show you at a later date when you find out more information regarding fire suppression as indicated in your Questions and Answer section of the addendums.

This design should save considerable construction costs compared to other vendors due to the ability of inclusion of existing fire suppression system needing no modifications and the possibility to utilize existing book drops.





### VACAVILLE TOWN SQUARE



This ended up a tighter fit than we expected. Our design as submitted should be able to accommodate existing book drops, as well as fit within the existing fire door with no modifications. The staff workstation should be able to remain and be utilized. This design keeps construction costs low as well as minimizes the cost of the AMH system by using both sides of the sorter.

## SYSTEM DESCRIPTION OF THE LIBRARYMATE® 1200 SELF CHECK-IN (INTERNAL UNIT)

The LibraryMate® 1200 is the latest offering from the Lyngsoe LibraryMate® product line. This unit is wall mounted and has a very small form factor for use in high traffic areas

The LibraryMate® 1200 self-return-machine was designed specifically for the library market to be the centerpiece of your self-service initiative. Check-ins using the LM1200 provide secure transactions, assuring that the item presented to the barcode scanner or RFID reader, is the item that is being returned. The patron simply places the material to be returned on the belt, and the LM1200 completes the transaction. Utilizing sensors along the inside of the LM1200, the item is tracked and scanned on the inside of the tunnel. When the check in is complete, it is transferred to the SortMate 2000 module for sorting

With the capacity to handle over 1100 items per hour, library users no longer have to wait in long lines to return items. The feed opening will accommodate up to 99% of all library materials.

Benefits of the LibraryMate® 1200:

- Touchscreen for language selection or receipt options
- Sturdy shelf for patron use
- Height of shelf and opening can be configured to different set heights to accommodate all patrons or varying backroom elevations
- Optional receipt printer
- Optional Color selections available for shelf, and back plate (shown in green below)



Figure 1- LibraryMate 1200

## DESCRIPTION OF THE LIBRARYMATE® 2100 SELF CHECK-IN (EXTERNAL WALK UP UNIT)

This unit is wall mounted and has a very small form factor for use in high traffic areas

The LibraryMate® 2100 self-return-machine was designed specifically for the library market to be the centerpiece of your self-service initiative with a robust façade so it can be installed on an exterior wall of your library. Check-ins using the LM2100 provide secure transactions, assuring that the item presented to the barcode scanner or RFID reader, is the item that is being returned. The patron simply opens the access door with a button press, or presenting a valid RFID tag to the external reader (optional), and then places the material to be returned on the belt, and the LM2100 completes the transaction. Utilizing sensors along the inside of the LM2100, the item is tracked and scanned on the inside of the tunnel. When the check in is complete, it is transferred to the SortMate2000 module for sorting

With the capacity to handle over 1200 items per hour, library users no longer have to wait in long lines to return items. The feed opening will accommodate up to 99% of all library materials.

### Benefits of the LibraryMate® 2100

- Touchscreen for language selection or receipt options
- Sturdy shelf for patron use
- Height of shelf and opening can be configured to different set heights to accommodate all patrons or varying backroom elevations
- Receipt printer
- Drive up or walk up access for patrons
- 24-hour access to check in and return materials
- Weather proof exterior
- Stainless steel construction
- Security window for use with library's existing security camera system
- Option for RFID activated door located in LibraryMate® shelf



Figure 2- LibraryMate 2100

## LIBRARYMATE FUNCTIONAL DESCRIPTION

The machine function is as follows:

- The default language in the initial screen picture is English, but as a standard three other languages are available and can be retrieved via the screen. If no alternative language is retrieved, the dialogue will continue in English.
- The user inserts the items one by one by pushing them into the machine. When the LibraryMate detects a new item in the opening, the machine starts the conveyor belt automatically.

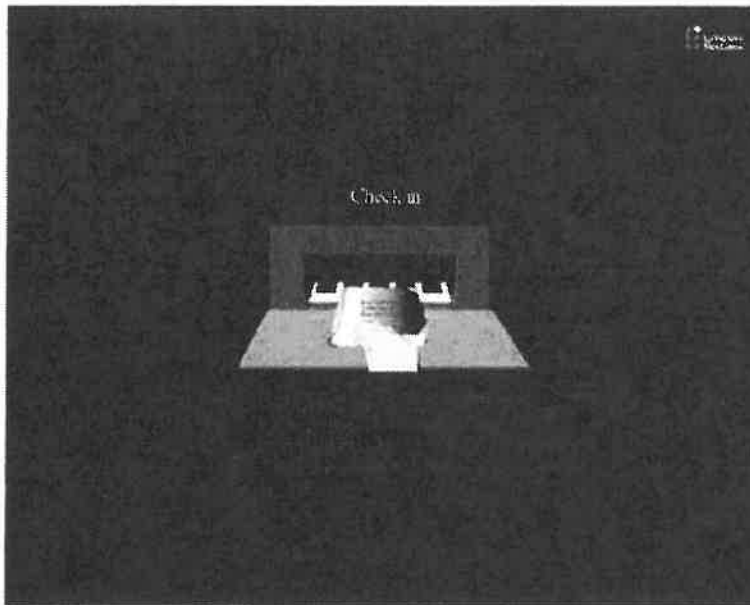


Figure 3- Patron Instruction Screen

- While the item passes through the machine, the item ID is read from the barcode, the item is checked in with the ILS and the material protection (EM optional) is activated before the item is sent to the sorter.
- If a barcode is not detected in the tunnel, the LibraryMate can be configured to reject the item and return it to the patron (standard is to accept all items).

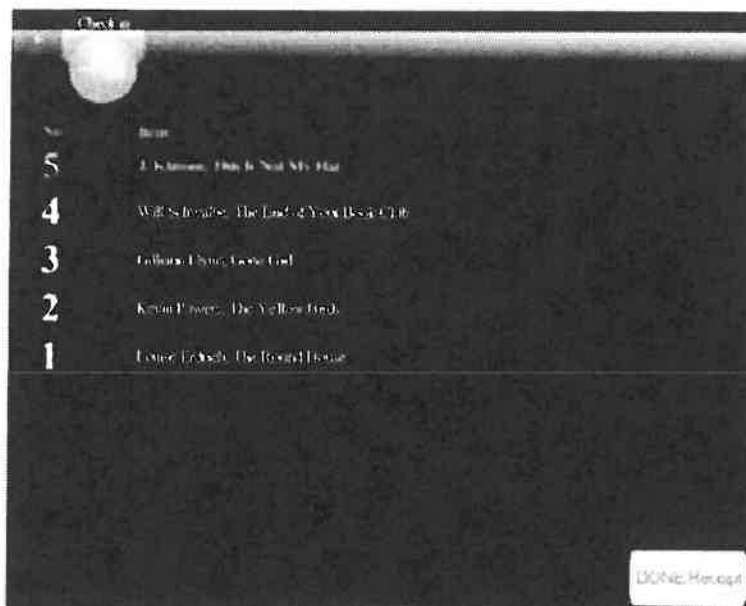


Figure 4- Check-in Confirmation Screen

- Once the machine is ready for the next item, the light in the opening changes from red to green.
- The above procedure must be repeated until all items have been returned.
- When all items have been returned, the user finishes the procedure by pressing “End” on the screen. Subsequently a receipt is printed. The screen displays an animation of the receipt printing. If the user does not press “End” within a defined period, the receipt is printed automatically so that the machine can get ready for the next user.
- If the receipt is not removed within a defined period, it is drawn back into the machine and dropped into an integrated paper bin. This way no printed receipt will end up on the floor in the return-machine area.
- Receipts may also be sent to the patron via email or text(optional)

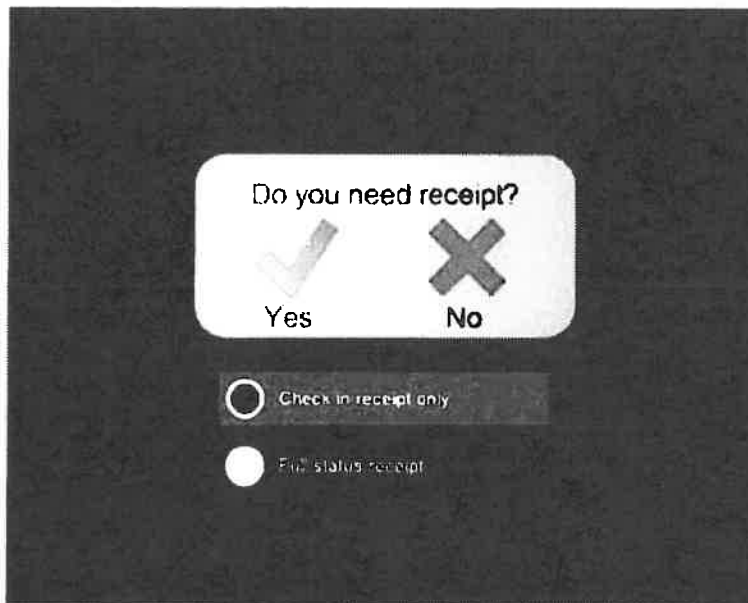


Figure 5- Patron Instruction Screen

### Off Line mode

If the connection between machine and library network is down, the machine continues in off line mode and prints an off-line receipt stating the material IDs for the user. Information about the returned materials is stored in the machine control and transmitted to the library database as soon as the connection to the library network has been re-established.

### Configuration Screens

Configuration of the Lyngsoe LibraryMate is very easy to do, and can be monitored from any staff PC on the same network as the Lyngsoe AMH system. The configuration is available at all times, and does not require any system downtime to modify parameters on the system or change the active sort plan.

The configuration is all drop down menu based keeping the configuration easy to use.

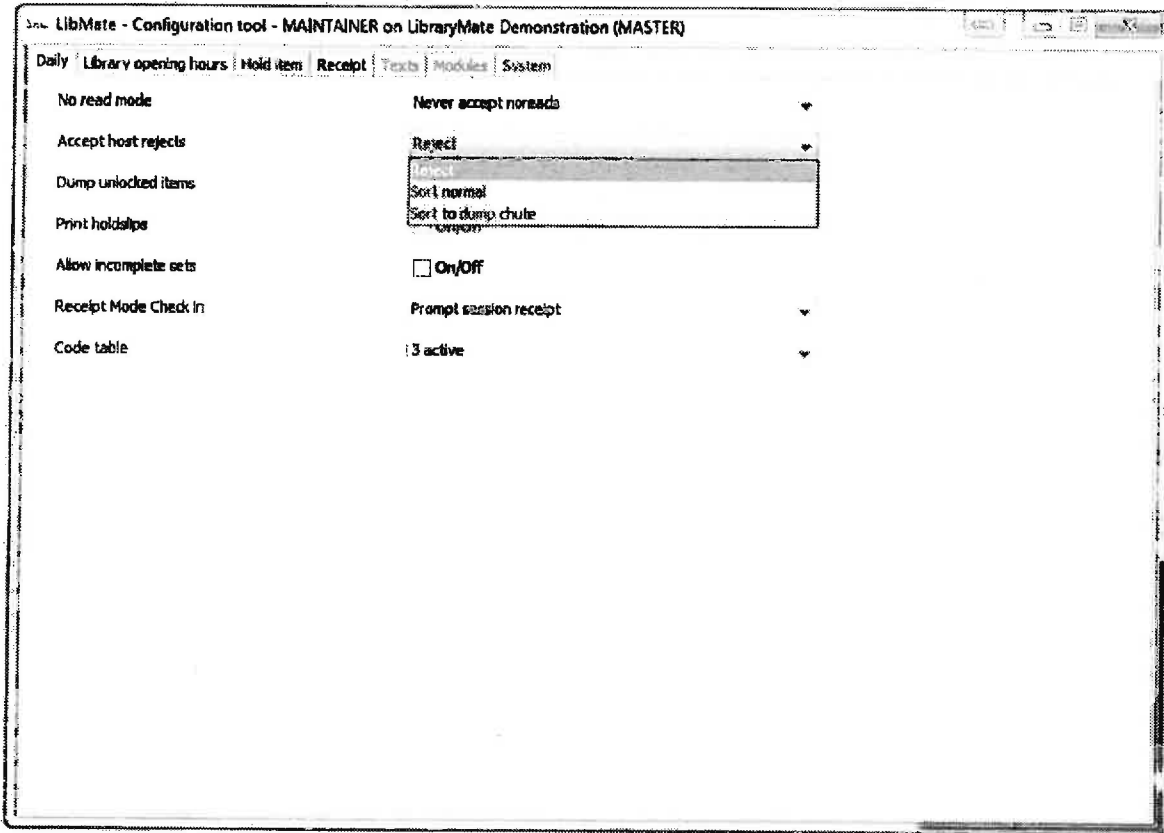


Figure 6- Configuration screen

The sort table configuration allows for very general sort criteria, or very specific criteria, which is very important on larger systems. All sort criteria are built using drop down menus, using data obtained from the ILS system using the SIP2 protocol.

Up to 10 separate sort plans can be programmed, and can easily be changed throughout the day. For example, in the morning, the sorter can be set up to process materials to be distributed to branch libraries, or consortium members. When complete, and a selection of a drop-down menu, a new sort plan can be selected for all returns that will be return to shelf.

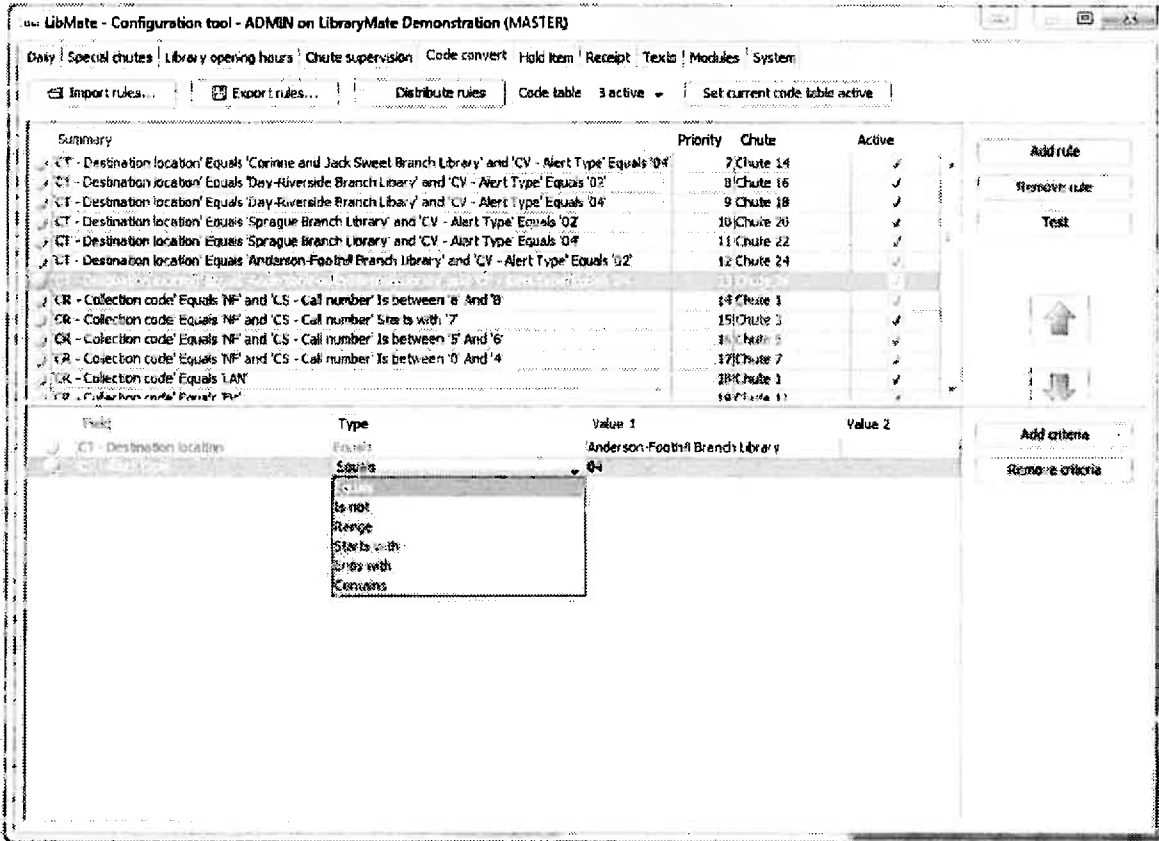


Figure 7- Sort Table configuration

### System configuration

During the engineering phase of the project, the Lyngsoe Project Manager will work with the Library to configure the machine with languages, sort schemes, receipt text, etc. Once we have the configuration, our engineers will assure that the programming on your machine meets all of your expectations



## Statistics

The SortMate provides a variety of reports and sorting statistics for the library to use including check in time, chute distribution, and a full complement of SIP2 transaction logs and sort logs

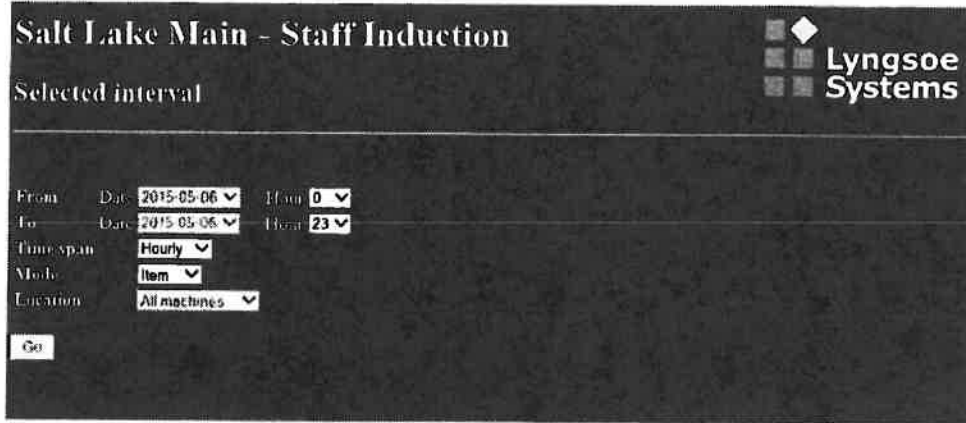
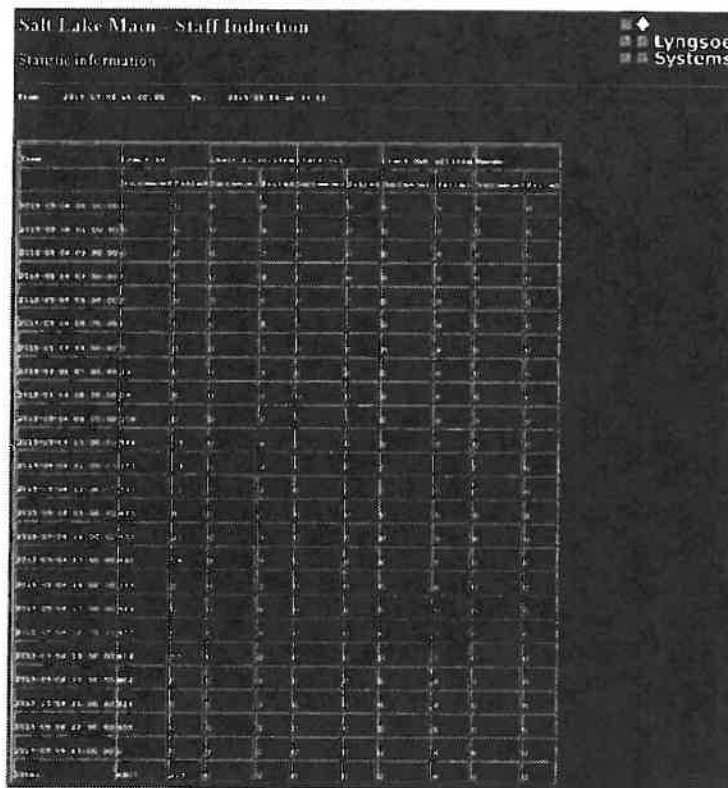


Figure 8- Statistic selection screen



Date	From	To	Value
2015-05-06 00:00:00	00:00:00	00:00:00	
2015-05-06 01:00:00	01:00:00	01:00:00	
2015-05-06 02:00:00	02:00:00	02:00:00	
2015-05-06 03:00:00	03:00:00	03:00:00	
2015-05-06 04:00:00	04:00:00	04:00:00	
2015-05-06 05:00:00	05:00:00	05:00:00	
2015-05-06 06:00:00	06:00:00	06:00:00	
2015-05-06 07:00:00	07:00:00	07:00:00	
2015-05-06 08:00:00	08:00:00	08:00:00	
2015-05-06 09:00:00	09:00:00	09:00:00	
2015-05-06 10:00:00	10:00:00	10:00:00	
2015-05-06 11:00:00	11:00:00	11:00:00	
2015-05-06 12:00:00	12:00:00	12:00:00	
2015-05-06 13:00:00	13:00:00	13:00:00	
2015-05-06 14:00:00	14:00:00	14:00:00	
2015-05-06 15:00:00	15:00:00	15:00:00	
2015-05-06 16:00:00	16:00:00	16:00:00	
2015-05-06 17:00:00	17:00:00	17:00:00	
2015-05-06 18:00:00	18:00:00	18:00:00	
2015-05-06 19:00:00	19:00:00	19:00:00	
2015-05-06 20:00:00	20:00:00	20:00:00	
2015-05-06 21:00:00	21:00:00	21:00:00	
2015-05-06 22:00:00	22:00:00	22:00:00	
2015-05-06 23:00:00	23:00:00	23:00:00	
2015-05-06 24:00:00	00:00:00	00:00:00	

Figure 9- Sample Statistics

## DESCRIPTION OF THE LYNDSOE SYSTEMS ERGOSTAFF 1200 STAFF INDUCTION™

The Lyngsoe Systems Staff Induction™ automates and optimizes material processing for library staff. The Staff Induction™ quickly becomes the workhorse of your circulation room by rapidly and efficiently checking in branch transfers, new material, and any items that need to be sorted and returned to shelf.

With the capacity of up to 2000 items per hour, library staff will not have to perform time-consuming and repetitive check-in processes, library materials will be on the shelf quicker and back into the hands of your patrons.

Your library staff will interface with the Staff Induction™ via a user-friendly touch screen with a graphical interface. Barcodes or RFID tags are read quickly and communicated with your Integrated Library System, RFID security is enabled, backdating and hold slip printing can all happen automatically, and check-in statistics can be monitored remotely. The Staff Induction™ work surface is height adjustable between 30" and 37.5", ensuring an ergonomic work environment standing or sitting.

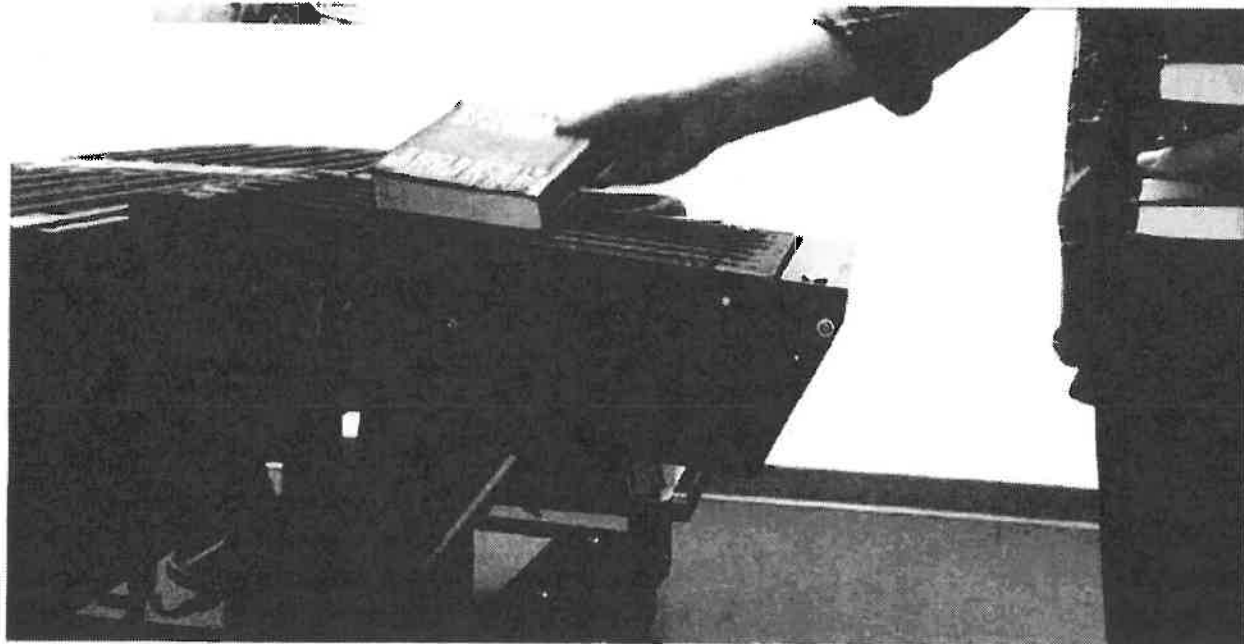


Figure 10- Lyngsoe ErgoStaff 1200

## DESCRIPTION OF THE SORTMATE™ 2000

Lyngsoe's SortMate™ is a high-speed sorting system that is the brawn behind the Lyngsoe Systems Automated Material Handling system. This sorter has been specifically designed for libraries, and is the ideal solution for sorting a vast array of library materials. Items checked in using a LibraryMate® or Staff Induction™ are electronically tracked throughout the length of the SortMate™ and sent to the proper discharge location.

Lyngsoe has optimized the system controls so that items never stop on the sorter while other items are diverting. This allows for continuous flow from the LibraryMates®, higher throughputs, and longer life expectancy from your sorter drive components.

The SortMate's™ low profile and whisper-quiet operation will blend into your circulation room, not clutter it. The sorter features multiple transport belts for item stability and durability. Seated in between the transport belts are electrically actuated pop-up rollers that divert items to sort destinations on either side. Optional discharge configurations can accommodate auto-leveling Ergo Trolleys™, ErgoCarts™, Ergo Volumes™, media totes, or inter-library bulk tote containers.

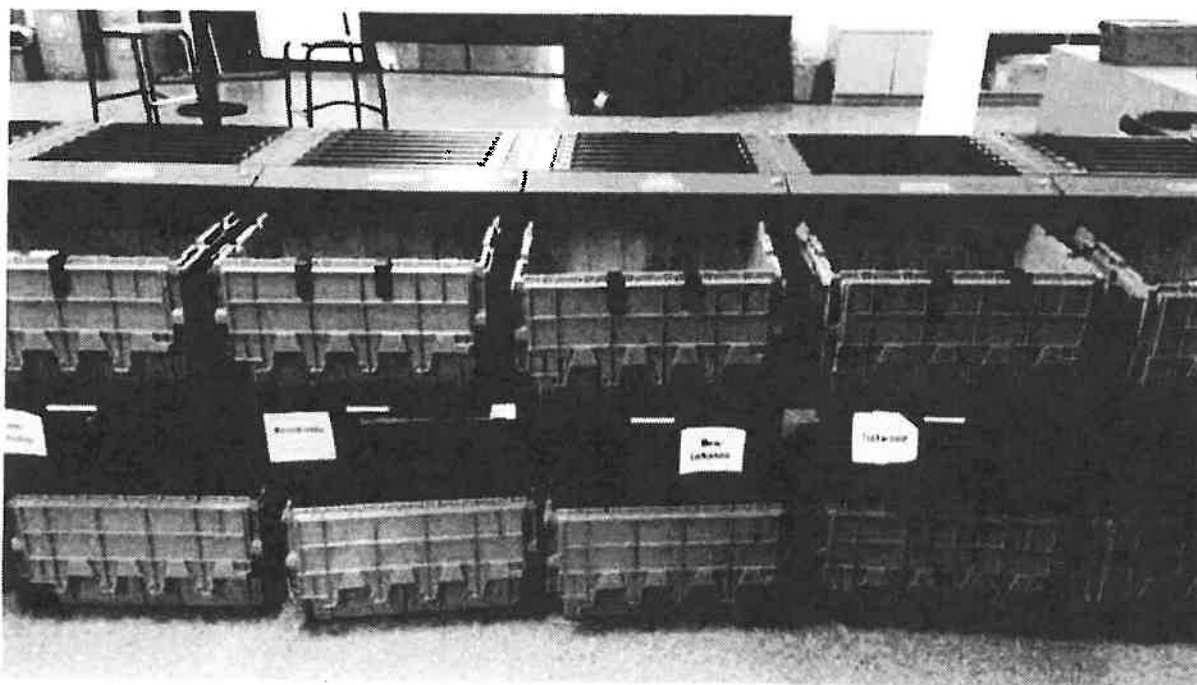


Figure 11- SortMate™ 2000 configuration for central sortation



**Technical Specifications – SortMate™ 2000**

<b>Sorting capacity:</b>	>2,500 material units per hour
<b>Material dimensions:</b>	Max: 400 x 300 x 100 mm (L x W x H) 15.8 x 11.8 x 4 inches (L x W x H) Min: 100 x 100 x 5mm (L x W x H) 2.6 x 2.6 x .1 inches (L x W x H) Max weight: 5 kg Min weight: 30 g
<b>Material types that can be handled in the machine:</b>	Books, CD-ROMs, books with enclosures, talking books, video tapes, cassette tapes. Book-like material units containing cassette tapes / CDs.
<b>Requirements for materials:</b>	The bottom side of the item must be flat.
<b>Floor leveling:</b>	The floor where the sorting system is installed must not vary more than +/- 5 mm.

## Interface

The LibraryMate® check-in units and Staff Inductions™ communicate to the Library's ILS using the SIP2 protocol. Once the item has been checked-in, information about the items to be sorted is transferred through a control net interface to the sorter control system and the item is sent to its proper destination.

For effective remote support, a VPN connection must be established between our Hotline/Service department and the sorting system. This VPN connection will assure that the technicians from the Lyngsoe Systems Hotline can gain direct access to the sorting system controls to quickly and efficiently diagnose any system issues.

The drawing below shows the basic communication structure between the sorting system and the library system.

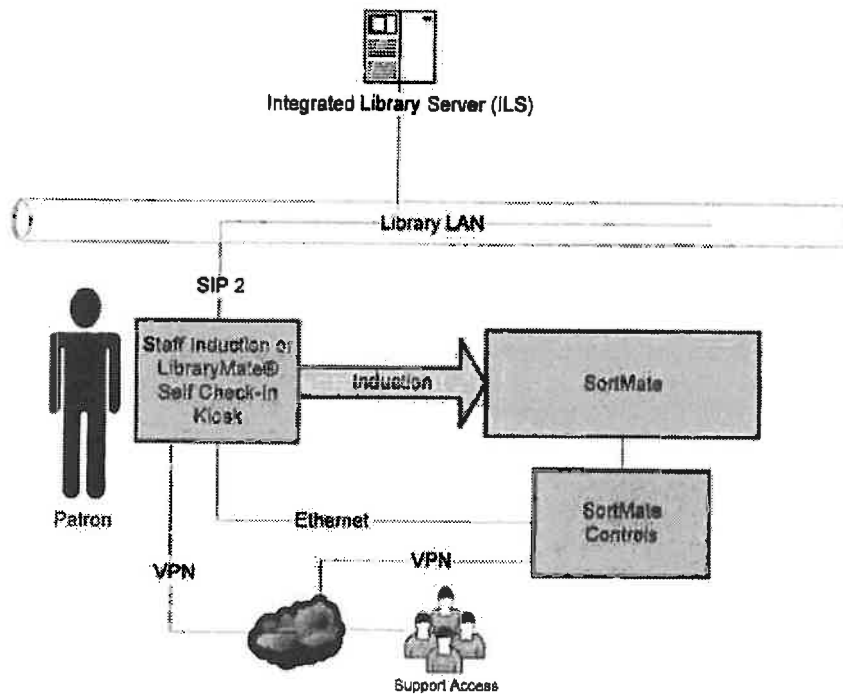


Figure 12- Basic Communication Structure

## Function

The sorting system works as follows:

- The staff member inducts one item at a time into the Staff Induction.
- The material ID is read from either the barcode or RFID tag on the item being returned and is checked with the information in the ILS.
- If the material is accepted by the ILS, a "location" for the material is returned to the LibraryMate®.
- The material is automatically conveyed into the sorting system towards the correct discharge.
- When the material reaches the correct discharge, it is automatically lifted by the transverse rollers, which then puts it in the correct tote at one of the sorting system sides.
- The staff member continues this process until all their items are processed

## Discharge of Reserved Items

Normally the sorting system will include a special destination for reserved or "hold" items. If the library issues all reserved items with reservation tickets, the ticket printing can be linked to the sorting. Once the reserved item has been transferred from the LibraryMate®, the sorting system informs the library system and subsequently the hold slip ticket is printed.

## Monitoring

Remote supervision of the system via a web-based monitoring service is included. This utility allows the library staff to view the sorting system status from any PC in the library network. The following system information can be accessed via the web-interface:

- Communication failure with the library system
- LibraryMate® or sorting system is stopped
- System sort configuration parameters
- Review error logs
- Change other system parameters

## Staff Functions

During the system commissioning, a sorting table is configured determining where items are to be discharged. Training selected staff members during sorting system delivery ensures that afterwards library staff will be able to make the following adjustments on their own:

- Edit the sorting table of which locations to be sorted into which discharges
- View returns and sorting statistics from the system
- Choose alternative sorting tables, if an alternative or finer sorting is required
- Change display text on staff screen, or receipts

## DISCHARGE TYPE – ERGOTROLLEY

If your library sorts a large amount of items without emptying the book carts, Lyngsoe offers a trolley with extra capacity and a spring-loaded auto-leveling floor.

When items are sorted into the trolley, the bottom will lower incrementally. Chute full monitoring can take place by a photo cell transmitting a signal to the sorting system control when the book cart is full and a replacement cart required.

The trolley can be placed at either side of the sorting system or at the end of the SortMate™.



Figure 13-ErgoTrolley

### Technical Specifications

<b>Book cart size:</b>	36.8 x 20.9 x 26.7 inches (L x W x H) 935 x 530 x 935 mm (L x W x H)
<b>Book cart weight:</b>	88.2 lbs. (40 kg)
<b>Maximum load:</b>	264.6 lbs. (120 kg)
<b>ErgoTrolley™ capacity of assorted books:</b>	250-300
<b>Items convenient for stacking into book carts:</b>	Books, books with enclosures, talking books, video tapes, cassette tapes, CDs, DVDs, newspapers, magazines and other items in "soft" covers. Book-like items, e.g. items containing cassette tapes/CDs

## DISCHARGE AND STACKING INTO ERGOCART™ BOOK CARTS

The ErgoCart™ is specifically designed to reduce the effort involved in re-shelving. Pairing the ErgoCart™ with the SortMate gives you the ability to quickly and efficiently return books to shelf. Each ErgoCart™ locks into place for sorting and automatically recharges its onboard power supply. As books are sorted to the ErgoCart™, the bottom shelf lowers minimizing the distance the next sorted item has to drop to the stack. This assures gentle handling of all items.

Once the ErgoCart™ is full, an indicator lamp is illuminated to indicate that the cart needs to be replaced. An ergonomic frame has been designed with low rolling resistance wheels to assure easy transport throughout the Library. Simple activation of a switch brings the bookshelf up to an ergonomic working height. This eliminates any unnecessary bending or lifting by the staff. With this type of discharge unit, the discharged items are stacked into specially designed book carts. The items are placed in the book cart with their backs showing outwards, so that when they are subsequently to be placed on the shelves, it is possible to read the item titles with the items still in the book cart.

The ErgoVolume is interchangeable with the ErgoCart in the docking station to provide additional capacity during closed hours, or peak periods.

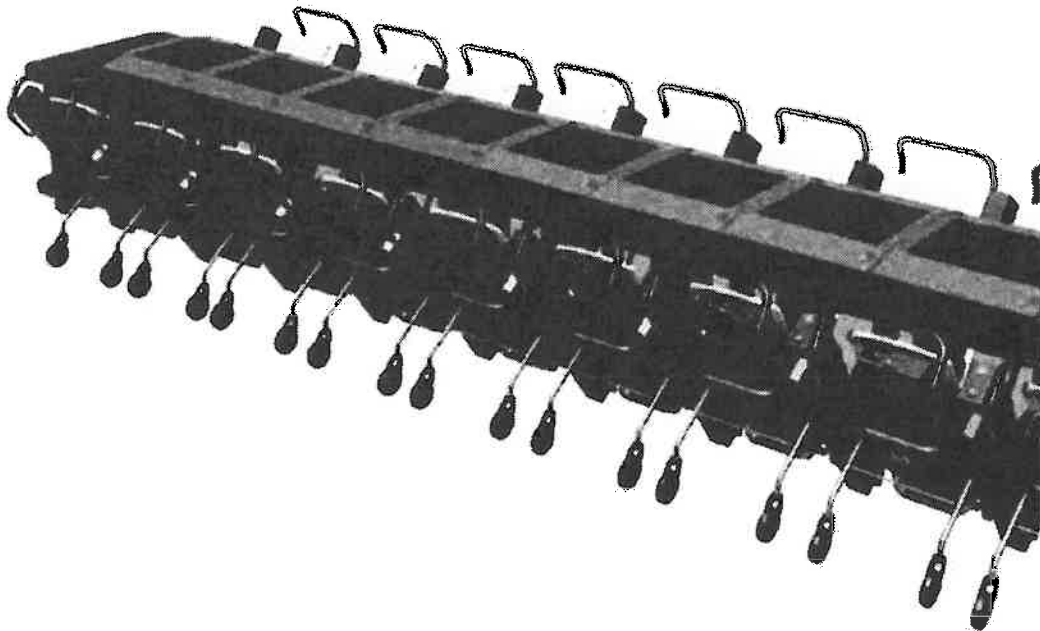


Figure 14- ErgoCart Chutes





Figure 15- Ergocart in docking station

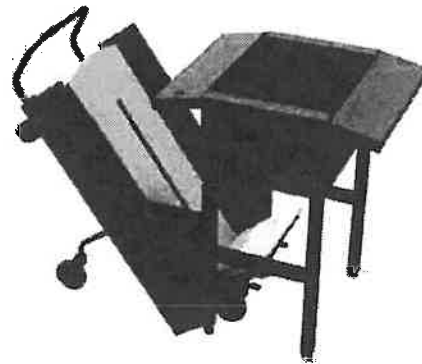


Figure 16- ErgoCart in docking station

**Technical Specifications, Ergo-Cart™ Book carts**

<b>Max height of book stack:</b>	27.6" (700 mm)
<b>Book cart weight:</b>	60.8 lb. (23.5 kg)
<b>Maximum load on book cart:</b>	110.2 lb. (50 kg)
<b>Items convenient for stacking into ErgoCart™ book carts:</b>	Books, books with enclosures, talking books, video tapes, book like materials containing cassette tapes/CDs

**Technical Specifications, Ergo-Volume™ Book carts**

<b>Dimensions of ErgoVolume:</b>	910mm x 410mm x 890mm
<b>Book cart weight:</b>	88 lb. (40 kg)
<b>Capacity:</b>	80 – 100 items
<b>Items convenient for stacking into ErgoVolume™ book carts:</b>	Books, books with enclosures, talking books, video tapes, book like materials containing cassette tapes/CDs

## DISCHARGE TYPE – TOTE CHUTE DISCHARGE

The tote chute is utilized for central sort processing. The Lyngsoe tote chute includes a tote full photoeye, and chute-full light per chute group signaling the chute operator when the tote is full and needs to be replaced. There is also an 'on/off' switch that will be used to prevent items from being sorted to a location during full tote replenishment.

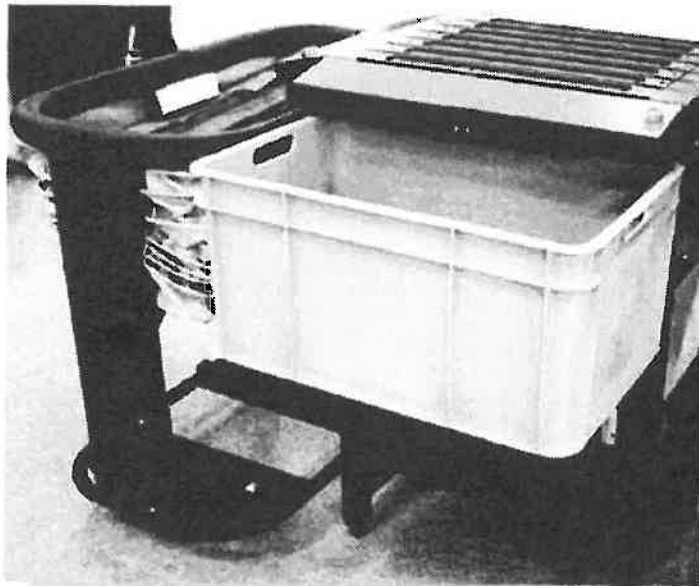


Figure 17- Tote destinations

### Technical Specifications, Tote Chute

<b>Book tote size</b>	Configurable to existing library totes less than 23.5" wide
<b>Book tote weight empty</b>	5 lbs.
<b>Typical full tote weight</b>	50 lbs.
<b>Typical Tote Capacity of assorted books</b>	25-45
<b>Items convenient for stacking into book carts:</b>	Books, books with enclosures, talking books, video tapes, cassette tapes, CDs, DVDs, newspapers, magazines and other items in "soft" covers. Book-like items, e.g. items containing cassette tapes/CDs

## DISCHARGE TYPE – ERGOTROLLEY

If your library sorts a large amount of items without emptying the book carts, Lyngsoe offers a trolley with extra capacity and a spring-loaded auto-leveling floor.

When items are sorted into the trolley, the bottom will lower incrementally. Chute full monitoring can take place by a photo cell transmitting a signal to the sorting system control when the book cart is full and a replacement cart required.

The trolley can be placed at either side of the sorting system or at the end of the SortMate™.



Figure 18-ErgoTrolley

## TECHNICAL SPECIFICATIONS

<b>Book cart size:</b>	36.8 x 20.9 x 26.7 inches (L x W x H) 935 x 530 x 935 mm (L x W x H)
<b>Book cart weight:</b>	88.2 lbs. (40 kg)
<b>Maximum load:</b>	264.6 lbs. (120 kg)
<b>ErgoTrolley™ capacity of assorted books:</b>	250-300
<b>Items convenient for stacking into book carts:</b>	Books, books with enclosures, talking books, video tapes, cassette tapes, CDs, DVDs, newspapers, magazines and other items in “soft” covers. Book-like items, e.g. items containing cassette tapes/CDs

### TOTE CHECK-IN SERVER (OPTIONAL)

To further enhance the efficiency of your circulation room, Lyngsoe Systems offers intelligent tote processing from a central sort facility. When items are distributed from a central sort facility to branch locations utilizing the Lyngsoe Systems central sort, it is possible to manifest each item as it is sorted to a tote. The tote can then be transferred to the branch location, where checking in the 25-35 items will be accomplished by scanning only the single barcode on the tote.

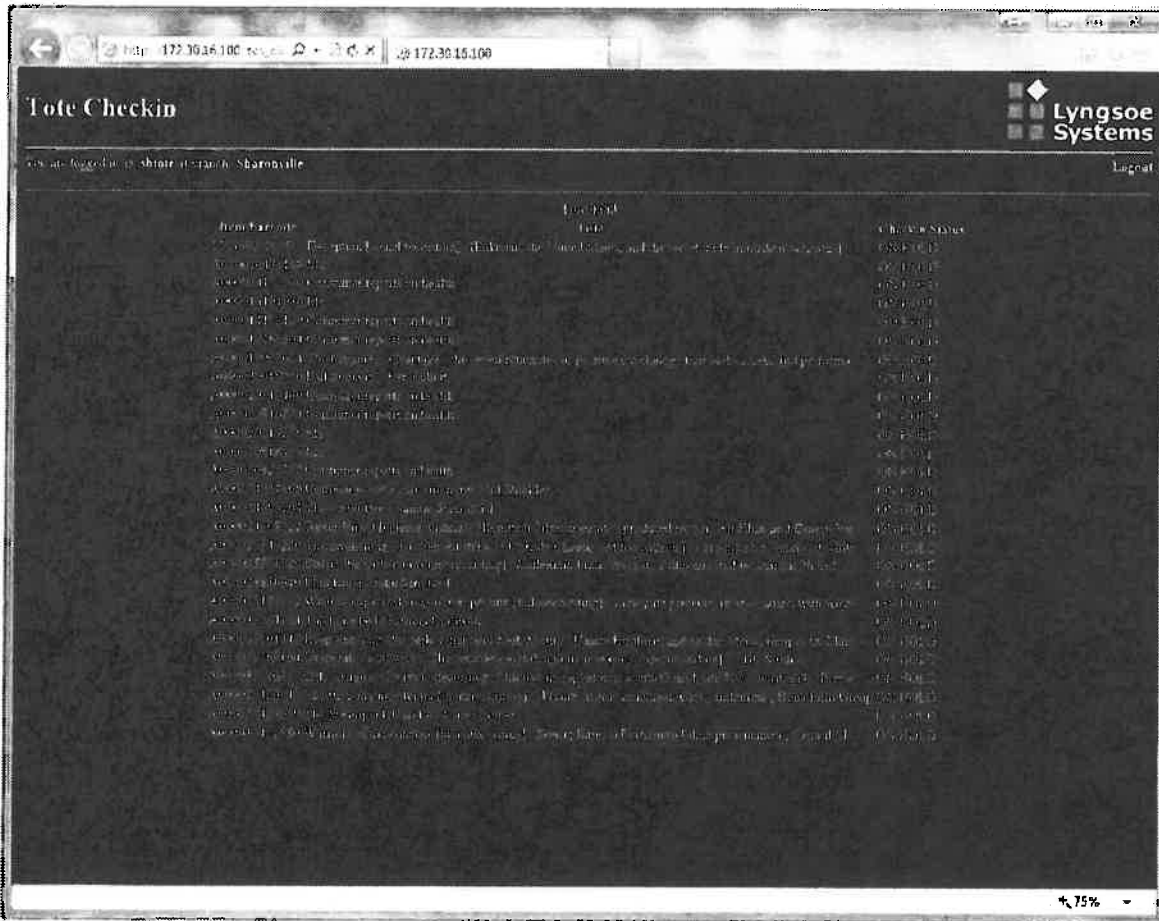


Figure 19- Tote Check-in complete screen

The tote check-in server will also identify any items that changed status while they were in transit. These items can be sent to the hold shelf or back to the central sort for reprocessing. Utilizing the tote check-in server eliminates the repetitive exercise of handling each item in the tote – scanning and returning to shelf.



Lyngsoe systems will provide a webserver to be located in an IT room at the main branch. This webserver will communicate directly with the sorter as totes are processed, with the ILS for check-in transactions, and it should also be accessible to staff at the branches.

As items are brought to the central sorter, they will be checked in using the staff inductions. When a tote is full, as determined by a chute full photoeye, the sorter will illuminate chute full lamps, and cease sending items to that destination until an operator can check the tote. The chute operator must verify that the tote is full. Items can sometimes be manually rearranged to increase tote density. When a tote is determined to be full, the chute operator must turn the chute off, using a switch on the tote shelf. The operator must then scan the chute barcode with a wireless handheld scanner (provided by Lyngsoe). Then the operator must scan the unique barcode of the tote (not provided by Lyngsoe). The lid on the tote can now be closed, and removed from the sorter. A man readable label should be placed on the outside of the tote for the drivers use (not provided by Lyngsoe). This tote is now ready for shipment to the branch.

Once the tote is received at the destination branch a staff member will use existing library equipment to check in the totes. They will enter in the web address of the tote check-in server in a web browser. When prompted, the staff member will log in to the server using a username and password specifically associated with that branch. The staff member can now start checking in totes to the branch location. They can manually enter in the tote ID number into the webpage using the keyboard, or a keyboard wedge scanner (not provided by Lyngsoe). Once the tote is entered, the TCS will check each item into the destination branch. Items will then be listed on the screen in three categories;

1. Hold items
2. Items to return to sort center (items that have changed status and are now required at a different branch)
3. Successful check-in (return-to-shelf)

Items listed as hold items will have the option to have hold slips printed at a local printer to the PC performing the check-in.

## TOTELIFT



Figure 20- ToteLift

The ToteLift is a high capacity lift to assist staff removing heavy totes from the SortMate 2000 sorter.

### Features:

- Continuous lifting chain provides two vertical travel speeds both up and down
- Smooth starts and stops
- Totes are centrally and evenly distributed over all 4 wheels for maximum stability
- Push-button remote control is mounted conveniently on the handle and has a coiled cord for remote operation
- Ball bearing wheels roll easily on all surfaces
- Oversized ergonomic “sponge grip” handle provides operator comfort and a variety of grip options
- Push-button remote control is mounted conveniently on the handle
- Remote control has a coiled cord for remote operation
- On-board charger provides quick battery recharging



## Sample Service Agreement

### INTRODUCTION

This service agreement covers the after sales services and conditions agreed between Lyngsoe Systems (hereafter called "Lyngsoe Systems" or "Contractor") and Solano County Library (hereafter called the "Customer" or "Owner").

### EQUIPMENT

The site-specific equipment covered in this agreement includes the following:

#### SITE 1

Solano County Library – address

Warranty Expiration 1 year post-handover

Equipment included in this site:

- o Equipment list

### HOTLINE SERVICE

The hotline can be used when assistance from an experienced Lyngsoe Systems engineer is required. If the hotline is contacted, a hotline report of this call is sent to the Customer after the issue is resolved.

#### Hotline

If a Customer is unable to remedy a problem that renders the system not functional, the Lyngsoe Systems Hotline can be contacted 24 hours a day.

Within 15 minutes of receiving the call, hotline engineers will start troubleshooting the system and supporting the Customer. This will be done by telephone and VPN connection. Establishing a VPN connection to the Customer will be done prior to initial equipment installation but according to Lyngsoe Systems specifications outlined in the project phase.

Hotline is not available on 24<sup>th</sup>, 25<sup>th</sup> and 31<sup>st</sup> December and 1<sup>st</sup> January unless other arrangements are made.

#### Part-to-Site

In the case where a system part, which is not in the spare parts kit, is needed and the customer is covered by Lyngsoe Systems extended parts warranty the process is outlined below.

In the case where a part is needed and the customer does not have extended part warranty Lyngsoe Systems will need a purchase order to proceed with issuing the part.

#### Man-On-Site (MOS)

In the case where problems cannot be solved remotely Lyngsoe Systems will send a technician to site within the shortest possible reasonable response time, subject to the restrictions outlined below.

If the Customer, for other reasons, requests a technician to come on site, Lyngsoe Systems will send a technician to site within the shortest possible reasonable response time, subject to the restrictions outlined below. The Customer must supply a purchase order when ordering Man-On-Site and costs are invoiced according to the rates in Appendix 1.

For a Man-On-Site visit the system must be made fully available for the technician.

## Dispatching a Technician

If a Man-On-Site is required and the decision to do this is made within Lyngsoe Systems normal opening hours (8.00am - 4.30pm Monday through Friday EST), the technician will commence their journey immediately. Outside of normal opening hours a technician will commence their journey before 12 noon the following weekday.

## MAINTENANCE

Planned service visits to the Site(s) are part of good preventive maintenance practice.

### Service Visits

Service visits are carried out by Lyngsoe Systems technicians and include the following main points:

- Inspection and health check
- Adjustment of parts
- Replacement of wearing parts
- System optimization
- Check of controls system
- Review of the spare parts inventory

The number of agreed annual service visits and the number of hours per visit are itemized in the price sheet. The date of visits and time of arrival on site will be agreed upon individually with the Customer.

The Customer is requested to make 1 member of staff available during the entire service visit for knowledge transfer and education. In order for us to carry out the most effective service visits, we require that the Customer maintain spare parts on site. If the service visit is extended, this will be invoiced separately.

All service visits are concluded with a service visit report sent to the Customer. The Customer should provide an email address for this to be sent to.

## SPARE PARTS SERVICE

In order to ensure maximum uptime on the system it is important that spare parts are available on site.

### SPARE PARTS STOCK

A spare parts stock is insurance and will include parts that are critical to the operation of the system. Lyngsoe Systems recommends that the Customer invest in a spare parts starter kit for each product they purchase. While we have a typical standard package the contents of the starter kit can also be tailored to the Customer and the Customer budget. Contents of a standard spare parts starter kit are itemized in Appendix 2.

Consumption of spare parts is not included in this agreement and will be invoiced separately.





## EXTENDED PARTS WARRANTY

Lyngsoe Systems will provide the annual price for extending the initial parts warranty covered in the original Lyngsoe Systems Terms and Conditions.

If at any time during the initial or extended warranty period a part should fail under the conditions of the original Lyngsoe Systems Terms and Conditions and it is not part of the supplied spare parts package Lyngsoe Systems will ship a part to site as soon as possible. This will be done on mutual agreement that the failed part will be shipped back to Lyngsoe Systems as soon as the new one is installed with a completed Returned Goods Form (Appendix 3). Failure to ship back the failed part will result in Lyngsoe Systems invoicing the customer for the new part.

Exception to this will be when Lyngsoe Systems requests that the failed part not be shipped back. No charges will be incurred by the Customer under this scenario.

## REPAIR SERVICE

Lyngsoe Systems may coordinate the repair of defective parts and components.

The Customer must send defective parts to Lyngsoe Systems with a completed Returned Goods Form (Appendix 3) and the repair work will start when Lyngsoe Systems receives the returned goods. While the duration of the repair work will vary, but we aim to ship repaired goods to the Customer within 30 days of receiving them with standard shipping.

## TRAINING

- ) Lyngsoe Systems offers packages will ensure all Customer operators and maintenance personnel have the skills needed to efficiently keep the system in running order. Lyngsoe Systems recommends that maintenance and operators training is scheduled each year to help with any ongoing questions the customer has.



**PRICE SHEET**

**DATES OF SERVICE**

One year post-handover

**HOTLINE SERVICE**

Hotline Support	
Price per year	3,500 USD

**MAINTENANCE**

Service Visits	
1 annual visits of 4 hours. Including preparation and travel costs	
Price per year	1,249 USD

**EXTENDED PARTS WARRANTY**

Extended Part Warranty	
Price per year	1,751 USD

**SERVICE AGREEMENT PRICING OVERVIEW**

Hotline Service, Maintenance, Extended Warranty	
Price year 1	Included
Price year 2	6,000 USD
Price year 3	6,158 USD
Price year 4	6,320 USD
Price year 5	6,488 USD

\* pricing not including state taxes if applicable



**TERMS AND CONDITIONS OF SALE**

Proposal Number: 185.171.001

Proposal Date: 5 June 2017

This Proposal Remains Valid Through: 5 June 2018

This Sales Agreement, hereinafter called "Agreement", made by and between the Solano County Library, hereinafter called "Buyer", and Lyngsoe Systems Inc. with its principal place of business located at 7450 New Technology Way, Frederick MD 21703 called "Seller", constitutes agreement of the parties as follows:

**CONTRACT DOCUMENTS**

In addition to the attached Terms and Conditions of Sale, the following documents (collectively "Contract Documents") are also part of the Agreement and are hereby incorporated into the Agreement. Should the additional Contract Documents or different or additional terms and conditions contain any term or condition inconsistent with the Terms and Conditions of Sale, the Terms and Conditions of Sale shall govern. The additional Contract Documents, copies of which are appended hereto, are as follows:

Seller's Proposal 185.171.001 dated June 5, 2017 including Seller's Drawings as listed in Seller's Proposal 185.171.001 dated June 5, 2017 ("Proposal").

**AUTHORIZED FOR BUYER BY:**

Buyer \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**AUTHORIZED FOR SELLER BY:**

Seller Lyngsoe Systems Inc.

Signature [Handwritten Signature]

Name Cory McCoy

Title President

Date June 5, 2016



## TERMS AND CONDITIONS OF SALE

### APPLICATION

1. These General Terms and Conditions of Sale ("GTCS") apply to all contracts of sale of LYNGSOE products and/or LYNGSOE software - collectively referred to as "Goods" hereafter, between Lyngsoe Systems A/S (together with its affiliates, successors and assigns "LYNGSOE") and the customer ("Customer"). LYNGSOE and Customer are sometimes referred to herein individually as a "Party" and together the "Parties".
2. If the Goods also solely or as a combination include the sale of LYNGSOE Software, the terms of the LYNGSOE End User License set forth in Appendix 1 hereto shall equally apply in addition to the terms of the GTCS. In the event of any discrepancies between the LYNGSOE End User License and the GTCS, the terms of the LYNGSOE End User License shall prevail for the purpose of the LYNGSOE Software only. If the Goods are "made to order" or similarly engineered and manufactured specifically for the Customer "Engineered Goods", the terms of the LYNGSOE Terms For Engineered Goods set forth in Appendix 2 hereto shall equally apply in addition to the terms of the GTCS. In the event of any discrepancies between the LYNGSOE Terms For Engineered Goods and the GTCS, the terms of the LYNGSOE Terms For Engineered Goods shall prevail for the purpose of the Engineered Goods only.
3. No departure from these GTCS shall be binding unless agreed in writing between LYNGSOE and the Customer.
4. LYNGSOE shall be entitled to alter these GTCS upon 14 calendar days' written notice effective for all orders that LYNGSOE receives after the expiration of the notice period. However, LYNGSOE may alter agreed payment terms and credit limits at any time and for any reason without notice.
5. Any terms and conditions contained in or delivered with the Customer's order or other document shall not be binding, and the Customer waives any right, which it otherwise might have to rely on such terms and conditions.

### QUOTATIONS, ORDERS AND ORDER ACKNOWLEDGEMENTS

6. Only a quotation in writing by email from LYNGSOE ("Quotation") is binding on LYNGSOE. Quotations are open for acceptance in writing by email to LYNGSOE by the Customer for 15 business days from the date of the Quotation unless otherwise stated in the Quotation.
7. Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer shall bind LYNGSOE, provided the order(s) or acceptance(s) of Quotation(s) was/were placed in writing by email to LYNGSOE or, in case of acceptance(s) of Quotation(s), by return-mail and provided the order(s) or acceptance(s) of Quotation(s) was/were confirmed in writing by LYNGSOE within 15 business days from the date of receipt by LYNGSOE of the order(s) or acceptance(s) of Quotation(s) ("Order Acknowledgement").
8. If the terms and conditions related to delivery time, quantity, price, payment terms, delivery clause, delivery by instalments or other matters stated in LYNGSOE's Order Acknowledgement vary from the Customer's order(s) or acceptance(s) of Quotation(s) and the Customer wants to reject these variations, the Customer must notify LYNGSOE to that effect within 5 business days of the date of receipt of the Order Acknowledgement, failing which the Customer shall be deemed to have accepted the terms and conditions set out in the Order Acknowledgement, which shall constitute a binding commitment between the Parties.

### DELIVERY, TRANSFER OF RISKS

9. LYNGSOE retains title to the Goods until the purchase price has been paid in full.
10. Absent any delivery clause in the Order Acknowledgement to the contrary, delivery shall be deemed to have occurred ex works LYNGSOE, Frederick MD. The Customer shall be ready for and accept delivery at the delivery date stated in the Order Acknowledgement or other communication from LYNGSOE, failing which delivery is deemed to have occurred at the delivery date, stated in the Order Acknowledgement or other communication. Notwithstanding any agreed delivery clause, LYNGSOE shall be free to select the carrier and mode of transportation.
11. If the Goods are transported from LYNGSOE's warehouse by or on behalf of LYNGSOE, the Customer must, when the Goods arrive at the destination, in order to get the Goods released by the carrier sign the accompanying delivery note. If any Goods are visibly damaged, the Customer must give details thereof on the delivery note and must file a claim with the carrier and with LYNGSOE in writing via email to LYNGSOE within 24 hours, failing which the Customer shall be deemed to have waived any rights which the Customer might have in respect of the damaged Goods.
12. The Customer must thoroughly examine all Goods immediately upon delivery for the purpose of ascertaining whether the Goods are defect or inconsistent with the data in the Order Acknowledgement (the "Examination"). The Customer shall be deemed to have accepted the Goods in respect of inconsistency with the data in the Order Acknowledgement, which the Customer discovered or ought to have discovered during the Examination, if the Customer has not notified LYNGSOE to the contrary in writing via email within 5 business days after the delivery time as stated in the Order Acknowledgement.
13. Except where otherwise specified, Quotations and/or Order Confirmations do not include delivery of installation materials or mechanical and electrical assembly or commissioning of the Goods ("Installation Services"). In the event that the Customer requests Installation Services to be carried out by the LYNGSOE Service Department, such Installation Services will be invoiced at the then-current rates for same. In the performance of the Installation Services, LYNGSOE shall only be liable for damages that occur as a result of gross negligence or wilful misconduct on the part of LYNGSOE.

### DELIVERY DELAY

14. Should LYNGSOE not be able to deliver by the delivery time as stated in the Order Acknowledgement or other communication from LYNGSOE, LYNGSOE shall as soon as possible notify the Customer to that effect and at the same time state when delivery is expected to take place. If delivery is expected to take place more than, or has not taken place within, 14 business days after the delivery time as stated in the Order Acknowledgement, and the delay is caused by circumstances for which LYNGSOE is responsible, the Customer shall be entitled to reject the



Goods by notifying LYNGSOE to that effect within 3 business days after receipt of LYNGSOE's notification or the expiration of the 14 business days, whichever comes first, failing which notification by the Customer, the Customer shall be deemed to have waived the right to reject the Goods. *Except as stated in this Clause 14, the Customer is not entitled to raise any other claims in the event of delayed delivery, whether claims for damages based on negligent acts/omissions or otherwise.*

**WARRANTY. PRODUCT LIABILITY**

15. Subject to the conditions of Clauses 16-21, LYNGSOE warrants that finished Goods will be free from defects in materials and workmanship under normal use of the Goods in the industry for a period of 12 months from the delivery time as stated in the Order Acknowledgement and that spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three months from the delivery time as stated in the Order Acknowledgement.
16. Any warranty claim by Customer based on any defect in finished Goods or spare parts, which defect the Customer discovered or ought to have discovered during the Examination, shall be notified in writing via email to within 10 business days after the delivery time as stated in the Order Acknowledgement or, where the defect could not reasonably have been discovered during the Examination, within 7 business days after manifestation of the defect, failing which Customer shall be deemed to have accepted the finished Goods or spare parts as non-defective. Warranty claims notified by Customer to LYNGSOE after the expiration of the warranty term stated in Clause 15 are not accepted.
17. Where any valid warranty claim is notified to LYNGSOE in accordance with the terms of Clause 16 and approved by LYNGSOE in writing (which approval shall not be unreasonably withheld), LYNGSOE shall fulfil its warranty obligations as follows: (i) If Customer can be reasonably expected to be able to repair the defect, if necessary with support from the technical support of LYNGSOE's Service Department, LYNGSOE may fulfil its warranty obligations by sending the necessary replacement parts to Customer free of charge; (ii) If Customer cannot be reasonably expected to be able to repair the defect, LYNGSOE shall repair or replace the defective finished Goods or spare parts, subject to the Customer assigning to LYNGSOE all property rights to such defective finished Goods or spare parts; replacement Goods or spare parts will be new, equivalent to new or re-conditioned; or (iii) If none of the foregoing remedies are commercially viable in LYNGSOE's sole judgment, LYNGSOE may opt instead to refund to Customer the net purchase price paid by Customer for the defective finished Goods or spare parts less reasonable depreciation of the value due to use or age, subject to the Customer assigning to LYNGSOE all property rights to such defective finished Goods or spare parts. The Customer shall, within 10 business days of the defective finished Goods or spare part being replaced, enquire at LYNGSOE's Technical Support and Service department, if the Customer shall return to LYNGSOE replaced defective finished Goods or spare parts or destroy same and may not return such finished Goods or spare parts to LYNGSOE, unless LYNGSOE's Technical Support and Service department has authorized the return in writing. LYNGSOE shall assume all responsibility and expense for freight and freight insurance, unless the warranty claim is not valid in LYNGSOE's reasonable judgment and Customer shall assume all responsibility and expense for dismantling, removal, re-installation and duties in connection with the foregoing.
18. The warranties contained herein shall not extend to any finished Goods or spare parts from which any serial number has been removed or which have been damaged or rendered defective (a) as a result of wilful or accidental damage, negligence, misuse or abuse; (b) due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes; (c) by operation outside the specifications contained in the user documentation; (d) by the use of spare parts not manufactured or sold by LYNGSOE or by the connection or integration of other equipment or software not approved by LYNGSOE; (e) by modification, repair or service by anyone other than LYNGSOE, who has not applied for and been approved by LYNGSOE to do such modification, repair or service; (f) due to procedures, deviating from procedures specified by LYNGSOE; or (g) due to failure to store, install, test, commission, maintain, operate or use finished Goods and spare parts in a safe and reasonable manner and in accordance with LYNGSOE's instructions.
19. None of the warranties contained herein shall apply, unless the total purchase price for the defective finished Goods or spare parts has been paid by the due date for payment.
20. Customer shall have no other remedies in connection with defective finished Goods or spare parts than the rights granted pursuant to Clauses 16-19. Except as set forth in the express warranties contained herein, LYNGSOE makes no conditions, warranties, representations, express or implied, in fact or in law, including, but not limited to, any warranties of satisfactory quality, merchantability or fitness for a particular purpose or any warranties arising out of usage or trade, all of which are expressly excluded to the fullest extent permissible by applicable law.
21. The warranties contained herein apply only to the original purchaser and are not assignable or transferable to any subsequent purchaser or end-user.
22. *To the extent not contrary to applicable mandatory legislation, LYNGSOE shall only be liable for damage to property and for personal injuries caused as a consequence of defects in the finished Goods or spare parts delivered (product liability) to the extent that it is documented that such defect arose due to LYNGSOE's default or negligent errors or omissions.*

**RETURN OF GOODS. CANCELLATION OF ORDERS**

23. Goods may not be returned to LYNGSOE, unless LYNGSOE has authorized the return in writing. Where LYNGSOE has authorized the return of Goods, the Customer shall follow the guidelines for returns issued by LYNGSOE from time to time.
24. Any order(s) placed by the Customer and any acceptance(s) of Quotation(s) by the Customer are binding on the Customer and cannot be cancelled by the Customer unless LYNGSOE agrees. LYNGSOE therefore retains the right to charge the Customer in full for any and all order(s) placed and for any and all acceptance(s) of Quotation(s).

**PRICE**

25. Unless otherwise stated in LYNGSOE's Order Acknowledgement, all purchase prices exclude any sales, use, excise, value added or other taxes or duties imposed by any governmental authority. The rate of any taxes or duties will be that applying at the time of invoicing.



## PAYMENT. PAYMENT DELAY

26. The purchase price as specified in LYNGSOE's Order Acknowledgement is payable according to the payment terms specified in the Order Acknowledgement. In the absence of payment terms in the Order Acknowledgement, delivery will only take place against simultaneous cash payment of the purchase price.
27. In the event that the Customer should remain in arrears with payments to LYNGSOE for any reason for 10 business days or more, LYNGSOE shall be entitled to:
- Terminate the Order Acknowledgement and/or any other contracts of sale and demand immediate return of all unpaid Goods, delivered to the Customer, at the Customer's expense;
  - Suspend delivery of the Order Acknowledgement and/or any other contracts of sale for future delivery;
  - Keep any Customer property in LYNGSOE's possession as a lien;
  - Claim interest at the rate of 2 % per month or any part thereof, as from the due date and until payment is made;
  - Sell the Goods to a third party and claim from the Customer damages for any loss suffered.
- At the request of Customer, LYNGSOE shall in writing inform the Customer of its decision to assert any of the above rights, but shall not be required to give any notice.
28. LYNGSOE may use all monies received from the Customer towards payment of any part of any debt owing by the Customer at LYNGSOE's sole discretion irrespective of any instructions to the contrary by the Customer.

## INTELLECTUAL PROPERTY RIGHTS INFRINGEMENTS

29. To the best of LYNGSOE's knowledge, Goods delivered by LYNGSOE to the Customer do not infringe any third party intellectual property rights. However, LYNGSOE does not make any warranty to that effect. Moreover, LYNGSOE shall have no liability for any claim of infringement which is based on the use of the Goods other than as authorised by LYNGSOE and in a manner for which they were designed. In the event that Goods or any part(s) thereof are held by a court of competent jurisdiction, not subject to appeal, to infringe a third party's intellectual property right, proprietary right or contractual right, LYNGSOE shall in its sole discretion (a) procure for the Customer and the Customers' customers the right to continue to use the Goods; (b) replace the Goods with non-infringing Goods, subject to the Customer assigning all property rights to such Goods to LYNGSOE; (c) modify the Goods, or, where modification does not require any special knowledge, provide the Customer with parts enabling him to modify the Goods at his own expense, to avoid infringement; or (d) recall the Goods. If LYNGSOE decides to recall the Goods, LYNGSOE shall, if the Goods were delivered to the Customer within the immediately preceding two year period, refund the purchase price for the Goods to the Customer less a reasonable depreciation due to age, use, and condition, subject to the Customer assigning all property rights to such Goods to LYNGSOE. If the Goods were delivered to the Customer before the immediately preceding two year period, LYNGSOE shall not be obligated to make any refund.
30. The above constitutes LYNGSOE's maximum liability in respect of Clause 29 herein, and the Customer shall limit his liability towards his customers accordingly.

## LIMITATION OF LIABILITY

31. In no event shall LYNGSOE be liable in tort, contract or otherwise (including negligence) to compensate the Customer for any business interruption, loss of (anticipated) profits, revenue, business, contracts or (anticipated) savings, costs of procurement of substitute Goods or services or any other special, indirect or consequential loss or any punitive damages.
32. LYNGSOE's total liability under any cause of action shall not exceed the amounts received by LYNGSOE from the Customer pursuant to the Order Acknowledgement giving rise to the liability. However, in regard specifically to LYNGSOE's total liability for damages caused by defects in the Goods delivered (Product Liability), such liability shall in no event - regardless of whether such damages are arising in contract, tort, negligence or otherwise - exceed DKK 2 million per damage/DKK 20 million per year.
33. *In the event that LYNGSOE incurs liability towards a third party with respect to Goods delivered or services provided to the Customer, including in respect of product liability and intellectual property rights infringement, the Customer is obliged to indemnify LYNGSOE to the extent that LYNGSOE's liability is limited under the provisions stipulated above.*

## GENERAL

34. *The GTCS and all contracts of sale of Goods, including but not limited to, any and all Order Acknowledgement, between LYNGSOE and the Customer shall be exclusively governed by and construed in accordance with the laws of the Maryland. The Parties submit to the exclusive jurisdiction of Maryland courts. If a third party files a claim against one of the Parties for damages on product liability or intellectual property rights infringements, this Party shall immediately inform the other Party thereof. The Parties are mutually obliged to let themselves be summoned to appear before a court of justice / arbitration that hears such claim for damages. The mutual relationship between LYNGSOE and the Customer shall however be resolved in accordance with the provisions of this Clause.*
35. The invalidity, unenforceability or illegality of any term, condition or stipulation in the GTCS shall not affect the validity, enforceability or legality of the remaining terms, conditions and stipulations of the GTCS.
36. Except as provided herein, any required or permitted notices hereunder must be given in writing at the registered address of each Party, or to such other address as either Party may notify to the other Party by written notice in the manner contemplated herein, by one of the following methods: electronic mail, hand delivery, registered mail, or facsimile.
37. Non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, lock-out, fire, severe weather, flood, earthquake, terrorism, war, acts of God, governmental acts, failure of suppliers or carriers for any reason or any other reasons beyond the reasonable control of the non-performing party.



**WEEE**

38. With reference to Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE) and any applicable amendments thereto or substitutions thereof, all Customers who purchase electrical and electronic equipment from LYNDSOE for distribution within the European Union are responsible for providing means of waste disposal and scrapping of such equipment in accordance with applicable national law.

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**APPENDIX 1****LYNGSOE END USER LICENSE AGREEMENT**

*This End User License Agreement ("Agreement") constitutes a valid and binding agreement between Lyngsoe Systems A/S, (together with its affiliates, successors and assigns "LYNGSOE") and you ("you," or "your") for the use of the LYNGSOE Software, as the term is defined below. You must enter into this agreement in order to install and use LYNGSOE Software.*

**BY INSTALLING AND USING THE LYNGSOE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE LYNGSOE SOFTWARE**

**1. LICENSE GRANT**

*Subject to the terms of this Agreement, LYNGSOE hereby grants you a limited, non-exclusive, non-sublicensable, non-assignable license to download, install and use a single copy of the LYNGSOE Software, including any online or enclosed documentation, data distributed to your computer for processing and any future programming fixes, updates and upgrades provided to you (collectively, the "LYNGSOE Software"), onto a network server or computer workstation for your sole use to install, interact with and utilize the LYNGSOE Software, including the content and features contained therein. This license may not be shared, transferred to or used concurrently on different servers or workstations. You may make a single back-up copy of the software for archival purposes.*

**2. LICENSE RESTRICTIONS**

*(a) Notwithstanding anything to the contrary, you may not: (i) remove any proprietary notices from the LYNGSOE Software or any copy thereof; (ii) cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling or disassembling or hacking of the LYNGSOE Software; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the LYNGSOE Software, including, without limitation, through sublicense, to any other entity without the prior written consent of LYNGSOE; (iv) use the LYNGSOE Software in any way that would violate any applicable law, regulation or ordinance; Furthermore, you may not use the LYNGSOE Software to develop, generate, transmit or store information that: (A) infringes any third party's intellectual property or other proprietary right; (B) is defamatory, harmful, abusive, obscene or hateful; (C) in any way obstructs or otherwise interferes with the normal performance of another person's use of the LYNGSOE Software, (D) performs any unsolicited commercial communication not permitted by applicable law; (E) is harassment or a violation of privacy or threatens other people or groups of people; and (F) impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).*

*(b) The LYNGSOE Software contains confidential and trade secret information owned or licensed by LYNGSOE, and you agree to take reasonable steps at all times to protect and maintain the confidentiality of such information.*

*c) The LYNGSOE Software may be incorporated into, and may incorporate, technology, software and services owned and controlled by third parties. Use of such third-party software or services is subject to the terms and conditions of the applicable third party license agreements, and you agree to look solely to the applicable third party and not to LYNGSOE to enforce any of your rights. All modifications or enhancements to the LYNGSOE Software remain the sole property of LYNGSOE. LYNGSOE reserves the right to add additional features or functions to the LYNGSOE Software. When installed on your computer, the LYNGSOE Software periodically communicates with LYNGSOE servers. You acknowledge and agree that LYNGSOE has no obligation to make available to you any subsequent versions of its software applications.*

**3. PERMISSIONS TO UTILIZE**

*In order to receive the benefits provided by the LYNGSOE Software, you hereby grant permission for the LYNGSOE Software to utilize the processor and bandwidth of your computer Goods. You understand that the LYNGSOE Software will protect the privacy and integrity of your computer resources and communication and ensure the unobtrusive utilization of your computer resources to the greatest extent possible.*

**4. PROPRIETARY RIGHTS**

*The LYNGSOE Software contains proprietary and confidential information of LYNGSOE, including copyrights, trade secrets and trademarks contained therein, which are protected by international copyright laws. Title to and ownership of the LYNGSOE Software, including without limitation all intellectual property rights therein and thereto, are and shall remain the exclusive property of LYNGSOE and its suppliers, and except for the limited license granted to you, LYNGSOE reserves all right, title and interest in and to the LYNGSOE Software. You shall not take any action to jeopardize, limit or interfere with LYNGSOE's ownership of and rights with respect to the LYNGSOE Software. You acknowledge that any unauthorized copying or unauthorized use of the LYNGSOE Software is a violation of this Agreement and copyright laws and is strictly prohibited.*

**5. TERMS AND TERMINATION**

*(a) This Agreement will be effective as of the date you accept this Agreement, thereby expressly agreeing to the terms and conditions set forth herein, and will remain effective until terminated by either party as set forth below.*





(b) You may terminate this Agreement at any time provided you cease all use of the LYNGSOE Software AND destroy or remove from all hard drives, networks, and other storage media all copies of the LYNGSOE Software in your possession. LYNGSOE may terminate this Agreement if you do not comply with the terms and conditions of this agreement by providing notice to you and/or preventing your access to the LYNGSOE Software.

(c) Upon termination of this Agreement for any reason (i) all licenses and rights to use the LYNGSOE Software shall terminate and you must remove the LYNGSOE Software from your computer equipment and dispose of all originals and copies of the LYNGSOE Software in your possession, and (ii) Sections 2, 4, 5(b), and 6 through 11 shall survive such termination.

**6. YOUR REPRESENTATIONS AND WARRANTIES**

(a) You represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms, (ii) you will use the LYNGSOE Software for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies, (iii) you will not attempt to decompile, reverse engineer or hack the LYNGSOE Software to defeat or overcome any encryption and/or other technical protection methods implemented by LYNGSOE with respect to the LYNGSOE Software and/or data transmitted, processed or stored by LYNGSOE or other users of the LYNGSOE Software, (iv) you will not take any steps to interfere with or in any manner compromise any of LYNGSOE security measures, any other individual's or entity's computer on the Network and/or otherwise sharing Services, (v) you will always provide and maintain true, accurate, current and complete information as requested by LYNGSOE, and (vi) you will only use the LYNGSOE Software on computer equipment on which such use is authorized by the computer's owner.

(b) You agree that you will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the LYNGSOE Software, except to remove the LYNGSOE Software from computer equipment of which you are an owner or authorized user in a manner permitted by this Agreement. You may not violate or attempt to violate the security of the LYNGSOE Software. LYNGSOE reserves the right to investigate occurrences which may involve such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

(c) If LYNGSOE has reasonable grounds to suspect that your representations, warranties or promises are inaccurate or breached, LYNGSOE may terminate this license, deny any or all use of the LYNGSOE Software, and pursue any appropriate legal remedies.

**7. INDEMNITY**

You agree to indemnify, hold harmless and defend LYNGSOE and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and network service providers at your expense, against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by LYNGSOE arising out of or relating to your (a) violation or breach of any term of this Agreement or any policy or guidelines referenced herein, or (b) use or misuse of the LYNGSOE Software.

**8. DISCLAIMER OF WARRANTIES**

(a) THE LYNGSOE SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY LYNGSOE, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE LYNGSOE SOFTWARE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. LYNGSOE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE LYNGSOE SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES LYNGSOE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET.

(b) YOU ACKNOWLEDGE THAT THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LYNGSOE SOFTWARE REMAINS WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 8, some of these exclusions may not apply to you.

**9. LIMITATION OF LIABILITY**

(a) IN NO EVENT SHALL LYNGSOE, ITS AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR NETWORK SERVICE PROVIDERS BE LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY OR STRICT LIABILITY OR OTHER THEORY), FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE LYNGSOE SOFTWARE, EVEN IF LYNGSOE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Support for the LYNGSOE Software is not always provided directly by LYNGSOE. Please refer to Manufacturer's or Reseller's documentation to understand your rights, if any, to technical or product support to the LYNGSOE Software.

(c) As some jurisdictions do not allow some of the exclusions set forth in this Section 9, some of these exclusions may not apply to you.

**10. ELECTRONIC SIGNATURES AND AGREEMENTS**



You acknowledge and agree that by clicking on the button labelled "SUBMIT", "DOWNLOAD", "I ACCEPT" or such similar links or methods as may be designated by LYNGSOE to download the LYNGSOE Software to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE LYNGSOE SOFTWARE. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

#### 11. General Provisions

LYNGSOE reserves all rights not expressly granted herein. LYNGSOE may modify this Agreement at any time by providing such revised Agreement to you or posting the revised Agreement on its website located at [www.LYNGSOE.com](http://www.LYNGSOE.com). Your continued use of the LYNGSOE Software shall constitute your acceptance of such revised Agreement. You may not assign this Agreement or any rights hereunder. Nothing in this Agreement shall constitute a partnership or joint venture between you and LYNGSOE. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. The failure of LYNGSOE at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same unless the same is waived in writing. This Agreement shall be governed by and construed in accordance with the Maryland laws without regard to its conflict of law rules. Any legal proceeding arising out or relating to this Agreement will be subject to the exclusive jurisdiction of any court of Maryland and you irrevocably consent to the jurisdiction of such courts. The terms set forth in this Agreement and any related service agreements constitute the final, complete and exclusive agreement with respect to the LYNGSOE Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. LYNGSOE may at its sole discretion assign this Agreement to a subsidiary or sister company, without giving prior notice. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CONTINUING TO INSTALL THE LYNGSOE SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO LYNGSOE THE RIGHTS SET FORTH HEREIN.

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#### APPENDIX 2

### LYNGSOE TERMS FOR ENGINEERED GOODS

In the event that the Goods referred to in the GTCS are "made to order" ("Engineered Goods"), the following conditions shall apply in addition to the applicable terms of the GTCS and any written agreement between the parties regarding such Engineered Goods.

#### 1. Tools

1. Any auxiliary models, tools, models, moulds etc. (hereinafter referred to as "Tools") produced or manufactured by LYNGSOE whilst completing the contractually agreed work do not constitute an integral part of the work performance of developing and/or manufacturing the Engineered Goods, and will remain the property of LYNGSOE. LYNGSOE will store the Tools for a period of 6 months following acceptance of the Engineered Goods by the Principal, without acknowledging any legal obligation in this respect.

#### 2. Acceptance and Tests

Insofar as the Engineered Goods calls for an approval test, this test must be carried out without undue delay on the part of the Customer. Should the Customer fail to approve the Engineered Goods within 14 days of notice of completion and/or delivery, the Engineered Goods will be considered to have been duly approved and accepted, provided that during this period there has been no complaint of any defect which would impede acceptance. A partial approval test may, in accordance with the above-mentioned provisions, be requested for independent partial performances.

#### 3. Inventions

In the event of any inventions which might lead to industrial property rights arising as a result of the contractually agreed work for the Engineered Products, then the only party entitled to register such intellectual property rights will be the party whose employees or agents have made the invention. If, in the context of the contractually agreed work for the Engineered Products, inventions are made in which the employees or agents of more than one party are involved (hereinafter referred to as "Joint Inventions"), then separate arrangements will be made in each individual case to decide who is to register any intellectual property rights and where.

Registration may also be made jointly, in which case each party will bear the proportion of the costs commensurate with its share in the invention. In the event of Joint Inventions or joint property rights and/or copyrights, each party is entitled, at any time, to waive its share in favour of the other party. The party waiving such rights will, in a timely manner, make any provisions and arrangements necessary to enable the other party to protect its interests.



## CONFIDENTIALITY

Information, data and drawings embodied in this proposal are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of Lyngsoe Systems.

**Form A - General Technical Requirements**

Proposer must respond to every requirement contained in the Technical Requirements sections of the RFP using the following criteria specified below:

**YES.** Feature, function, product, or service is available as requested and is fully operational using the version proposed at one or more Library sites.

**NO.** Feature, function, product, or service is not available, in development or planned.

**PLANNED.** Feature, function, product, or service is planned or in development. Provide implementation dates or estimates. Indicate whether the Library will incur any additional costs for the product or service once it becomes available.

The Library reserves the right to evaluate all proposals solely on the basis of currently existing features, functions, products, or services meeting the specifications as stated.

General Requirement	Proposer Response
1. The proposed system shall be capable of reading RFID tags that are compliant with ISO 28560-2 per NISO RP-6-2012 including the Set Info field. All devices writing to the tags must also conform to ISO 28560-2 as defined in NISO RP-6-2012.	The Lyngsoe AMH system is capable of reading RFID tags that are compliant with ISO 28560-2 per NISO RP-6-2012, including the Set Info field. Lyngsoe also conforms to ISO 28560-2, as defined in NISO RP-6-2012.
2. The proposed system and all of its components must be entirely compatible with, and in no manner interfere with the Integrated Library System (CARLX), its computer clients, or other components.	Lyngsoe Systems proposes a system that is compatible with the existing ILS CARLX, and all other computer clients and components that have been identified to Lyngsoe Systems.
3. Proposer must be willing to work with TLC to resolve any integration issues with CARLX.	Lyngsoe Systems is happy to work with TLC to resolve any integrations challenges with CARLX.
4. The proposed system must be CSA and/or UL certified. <ul style="list-style-type: none"> <li>a. Proposers shall provide documentation and certification listing numbers of all CSA, UL, or ETL approved systems and components.</li> </ul>	Lyngsoe Systems utilizes UL certified components and will be glad to provide listing numbers for approved components. Unique system level certifications can be provided at additional costs.
5. The proposed system must be able to connect through the Library's Ethernet network via an RJ-45 connector and/or secured wireless network.	Lyngsoe System's AMH proposal will work great with the Library's Ethernet network via RJ-45 connectors, and/or secured wireless network.

<p>6. The proposer must offer a 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month warranty or service agreement.</p>	<p>Lyngsoe confirms.</p>
<p>7. System must make use of established standards such as SIP, SIP2, NCIP2, and LCF rather than relying on closed, proprietary APIs that will result in excessive costs should the Library choose to migrate off the current ILS.</p> <ul style="list-style-type: none"> <li>a. Describe any specific functionality that will be lost if we choose to change our ILS in future?</li> <li>b. What services and costs might we have to budget for, in the event we chose to change our ILS in the future?</li> <li>c. Which functions of your system have been implemented or made possible using integration methods that are unique to CARLX (i.e. using API's and/or custom code rather than defined open standards such as SIP2/NCIP/LCF)</li> <li>d. Are there any proprietary elements of your solution that might prevent another ILS or RFID vendor from interoperating with products or components provided by your company?</li> </ul>	<p>Lyngsoe System's AMH works seamlessly with established communication standards like SIP2. And supports the creation of new communication standards like NCIP, or LCF</p> <ul style="list-style-type: none"> <li>a. There will be no functionality lost if Solano County migrates to a different ILS. Lyngsoe Systems works well with all major ILS providers.</li> <li>b. Typically, an ILS switchover is accomplished by changing the ILS IP address in the LibraryMates. If the new ILS adheres to the SIP2 standard, our system will work</li> <li>c. We have no unique integration methods for CARLX. The SIP2 standard is adequate for all sorter implementations</li> <li>d. No, we intentionally design our products to compliment other products to optimize efficiency.</li> </ul>

**Form C - AMH Technical Requirements**

Proposer must respond to every requirement contained in the AMH Technical Requirements sections of the RFP using the following criteria specified below:

YES. Feature, function, product, or service is available as requested and is fully operational using the version proposed at one or more Library sites.

NO. Feature, function, product, or service is not available, in development or planned.

PLANNED. Feature, function, product, or service is planned or in development. Provide implementation dates or estimates. Indicate whether the Library will incur any additional costs for the product or service once it becomes available.

The Library reserves the right to evaluate all proposals solely on the basis of currently existing features, functions, products, or services meeting the specifications as stated.

AMH Technical Requirement	Proposer Response
<p>1. The system including all patron returns and the sorter is fully functional 24/7/365. Describe how you will support and service the AMH system. Include information about locally available technicians, dial-in support, spare parts, etc.</p>	<p>YES.</p> <p>Lyngsoe Systems' AMH will be fully functional 24/7/365. We offer a preventative maintenance contract, which includes 24/7 hotline support so library staff can call for immediate aid. Spare parts as well as tools for low level maintenance work are included in the maintenance contract. For more complex support where an onsite technician is required, Lyngsoe will send a highly trained support individual to solve the issue. These technicians are located regionally throughout the world.</p>
<p>2. The system is fully functional at all locations 24/7/365. As such, state what specific Uptime Guarantee you will include in your contract and what specific rebates or penalties will apply should you fail to meet your Uptime Guarantee. Please provide the proposed language for the Uptime Guarantee that you would be willing to include in the contract.</p>	<p>YES.</p> <p>We would like to include a 99.5% uptime guarantee. We are agreeing with the 1 year money back guaranty that is required by this RFP, and Lyngsoe Systems is willing to comply with contract verbiage that you would like to include in the contract to satisfy your comfort level for this uptime guarantee. We encourage Solano county to ask any of their neighbors, our other Northern California customers if we have met that</p>

	uptime guarantee.
<p>3. The system is able to communicate with the ILS when an item with a hold is checked in and trigger the hold notification process. Please describe this process.</p>	<p>We will receive from the ILS a SIP2 Check-in Response a CV alert of 01 or 02 in the event of a hold. We will route the hold to the destination branch, which will be the location of the hold pickup</p>
<p>4. The system is able to automatically print a Hold Slip when items are returned that trigger a hold.</p> <ul style="list-style-type: none"> <li>a. Describe the options for automatically printing Hold Slips.</li> <li>b. Describe options for automatically printing Hold Slips during open hours but not during closed hours.</li> <li>c. Describe options for customizing the Hold Slips.</li> </ul>	<p>A) The Hold slip printer can be selected to print or not print by an easy-to-use operator menu at any time. This does not require the system to be restarted. If it is selected to automatically print, a hold slip will be generated when the Hold is processed at the induction.</p> <p>B) The configuration for automatically printing hold slips can easily be selected in the configuration screen to be on or off whenever the library would like to print the slips or not</p> <p>C) Our hold slip is customizable. We will work with you to design your preferred hold slip method. .</p>
<p>5. The sorters reduce as much handling of material as possible.</p> <ul style="list-style-type: none"> <li>a. Describe any equipment you can provide that will reduce, if not eliminate, the need to pick up totes.</li> <li>b. Describe any equipment you can provide that will reduce, if not eliminate, the need to unload bins.</li> </ul>	<p>A) We have provided alternate pricing for a tote lift- which makes the lifting and transport of totes extremely easy for staff</p> <p>B) Due to the delicate nature of some library materials, the only way to eliminate the need to unload bins is to dump the items, which has been shown to cause a lot of damage and make a huge mess of your induction process. We have decided to make a staff induction that is the fastest in the business, a height adjustable work surface so it is ergonomic. This greatly reduces the stress and makes processing materials the most accurate and efficient.</p>
<p>6. Vendor offers a range of receptacles that can be used on the AMH System.</p>	<p>YES.</p>


<ul style="list-style-type: none"> <li>a. Provide capacity and ergonomic benefits of all proposed bins, carts, etc. that can be used on the proposed system</li> <li>b. Clearly describe which types of receptacles are interchangeable at a shared sort destination</li> <li>c. Clearly identify which receptacles are being proposed for each of the AMH Designs and include the costs on the appropriate AMH Design Cost Worksheets.</li> <li>d. Identify any additional receptacles that are available but which are not included in either AMH Design on the Options Cost Worksheet.</li> </ul>	<p>Lyngsoe Systems offers 4 receptacle options and works well with existing customer bins or totes, Question 28 is a great reference point as well.</p> <p>A) Ergo Trolley dimensions are 36.8" X 20.9" X 35.6" are suitable for all library materials. The Ergo Trolley can hold roughly 150-200 items and can hold 264.6lbs. The rounded edges and large wheels makes transportation easy for this popular option. Additionally, the integrated spring design automatically lowers and raises the trolley floor as the loaded weight changes, minimizing the distance materials drop from the sorters and cuts down on bending over when emptying the trolley. The Ergo Cart has a maximum material load total of 110 and a maximum stacking height at 27.6". The Ergo Cart raises horizontally, for the best ergonomic position possible, and easily wheeled from the sorter chute, making it a one touch re-shelving process.</p> <p>B) The Ergo Cart and Ergo Volume are interchangeable destinations that utilizing the same charging station. Ergo Volumes are often</p> <p>C) We have been able to provide the exact destinations as requested per site in the RFP. Each is listed in the pricing sheet as well</p> <p>D) We have several other sort bins available- including the ErgoBox- a powered version of a large capacity bin, and also a ErgoVolume which interfaces with the docking station for the ErgoCart or directly on to the sorter itself. The ErgoVolume offers a larger capacity bin for overnight hours in place of an ErgoCart</p>
<p>7. In order to save energy and reduce noise, the sorting system provides for a stand-by mode when no items are being inducted.</p> <ul style="list-style-type: none"> <li>a. Describe the components that stay 'on' even in</li> </ul>	<p>YES.</p> <p>A) When the sorter is in "sleep mode" only the control components (PC's, and PLC hardware) remain on. All motors are</p>

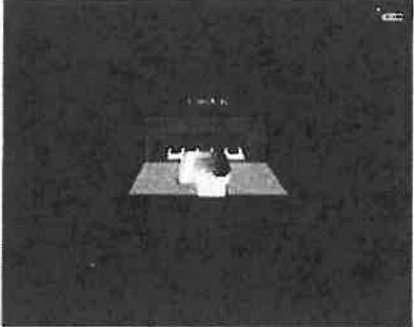

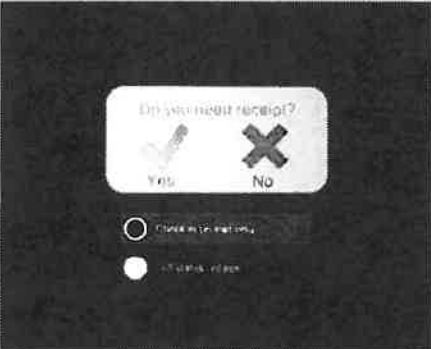


<p>standby mode (e.g. fans, belts, lights, etc.)</p> <ul style="list-style-type: none"> <li>b. Describe the ways the proposed system keeps noise levels to a minimum.</li> <li>c. Describe the ways the proposed system keeps energy levels to a minimum.</li> <li>d. State the decibel level while operating (not including books dropping into bins).</li> <li>e. State the decibel level of books dropping into bins.</li> <li>f. State the decibel level when in stand-by mode (no items are being received or sorted).</li> </ul>	<p>'off' reducing sound, and saving electricity.</p> <p>B) Besides the 'sleep mode,' the Lyngsoe Sort Mate utilizes 24vdc motors and operates with thin strip belts, minimizing contact points, which minimizes sound.</p> <p>C) The 'sleep mode' dramatically reduces wear and tear on all system components and reduces power consumption. Also, the 24vdc motors have a lower current draw, which makes the system very efficient.</p> <p>D) The Sort Mate operates under 60dba.</p> <p>E) The sound created when items are placed in bins varies with the items sorted. Typically, this remains under a 65dba threshold.</p> <p>F) When the system is in 'sleep mode,' there is no sound generated from the system.</p>
<p>8. The proposed solution has the ability to perform off-line transactions and maintain records of all items checked in, when the ILS is offline, and then automatically uploads transactions when the ILS is back online.</p> <ul style="list-style-type: none"> <li>a. Describe what happens when the connection to the ILS is lost from the patron point of view.</li> <li>b. Describe what happens when the connection to the ILS has been restored from the staff point of view.</li> <li>c. Describe what happens when the connection to the ILS has been restored from the patron point of view.</li> <li>d. Describe the process of uploading the offline records to the ILS from the staff point of view.</li> </ul>	<p>YES.</p> <p>A) The patron wouldn't really notice anything much discernable. With no connection to the ILS, the Lyngsoe AMH system will recognize the item identifier (Item#) and store it. We would accept the item from the patron and they would receive a receipt that have an item number on it so all items could be tracked.</p> <p>B) When the ILS is not functioning, all items accepted from the patron returns will be sent to the exceptions bin. When the ILS is reconnected, all items will start sorting to the correct destination. All previously accepted items are checked into the ILS and can be shelved.</p> <p>C) The only difference a patron will notice, is if they receive a receipt of their transaction, the receipt will only include a list of barcode (RFID) ID numbers- as the title information is not</p>


	<p>available if the ILS is not connected.</p> <p>At the time of reconnection, the Lyngsoe AMH system uploads all the transactions it performed offline to the ILS. At that time, the patron record has been immediately cleared of encumbrances. Should the patron log online to their account, they will see that they do not have those items checked out. So as far as the patron knows, the item was accepted at the point of AMH check-in, and nothing else.</p> <p>D) The staff does not need to do anything. They have enough things to worry about if the ILS is down. The Lyngsoe AMH will reconnect automatically and items checked in.</p>
<p>9. System provides obvious alerts when error conditions are encountered (including but not limited to "bin full" or "no bin" or "jam"</p> <p>a. Describe options for alerting staff about bin conditions (e.g. SMS to designated cell phone, red light on dashboard, red light on system, etc.).</p> <p>b. Describe all conditions for which an alert can be set-up and describe which of the above alert options can be associated with each condition.</p>	<p>YES.</p> <p>a-b) Each sort point has a sensor that detects a full condition. When the destination is full, a light is lit at the destination showing that it needs staff attention. In addition, we provide a notification client that can be installed on a staff computer, which will alert your staff with a pop-up window indicating the sorter needs attention. The Library Mate also includes a notification system that sends emails or SMS messages to your staff when the system needs attention.</p>
<p>10. The system does not have substantial electrical or connectivity requirements. Describe the electrical and connectivity requirements for each component of the AMH system.</p>	<p>The Lyngsoe Sort Mate system will need standard power outlets (120v) and Ethernet 10/100 data brought to a location in close proximity to the sorter and coordinated points near AMH system, as designated in the drawings.</p> <p>Our site inspection and walkthrough revealed that there are satisfactory solutions available in the locations of our submitted designs. Keith (IT) made good points about this. We do not</p>

	<p>anticipate any significant adjustments for full system operation under this heading.</p>
<p>11. AMH systems are capable of supporting 99.5% check-in and sorting accuracy of RFID-tagged items.</p> <ul style="list-style-type: none"> <li>a. Please provide documentation showing how you've verified your system's accuracy rate.</li> <li>b. Describe how the proposed system keeps track of each item as it moves along the conveyor to ensure the right item is being sorted to the right sort destination.</li> <li>c. Describe how the proposed system ensures items don't get sorted together because they got pushed while on the conveyor or were inducted in a stack.</li> <li>d. Describe how the proposed system prevents items from getting inserted in a stack or separates them if they are inducted in a stack.</li> <li>e. Describe how the proposed system handles recognizing when items are inducted in a stack and how stacked items are dealt with in terms of check-in and sorting.</li> </ul>	<p>YES</p> <p>A) Each system we install will go through a customer acceptance test. At this time, we will test the programmed sort plan, and test the accuracy on your equipment with your materials. It is not a strange occurrence for us to hit 100% accuracy with these tests.</p> <p>B) Along each check in module, and sort module, and conveyor module, we have a series of PEC's (photoelectric) sensors, which track the location of each item at all times. We track the location of each item on the system within millimeters.</p> <p>C) If a patron pushes items into a system incorrectly (after prompts asking for one item at a time) the system will briefly take that patron return out of order. The system will then start an auto-purge mode- which will send the slug of items to the exception bin and clear the system of the potential jam. Once the system identifies the return point is clear, it puts it back into normal operation. Typically, this process only takes 1-3 minutes to complete.</p> <p>D) First, on the patron screen, there is text and images showing the patron how to properly insert items into the LibraryMate. In addition, the patron returns are constantly scanning for RFID tags, and when it detects multiple tags (that are not part of a set) it will reverse the belt, and ask the patron to insert items one at a time (with graphical display)</p> <p>E) The LibraryMate will see multiple RFID tags on the return belt, and identify that multiple items are present. Set tags are taken into consideration, and identified as such.</p>

<p>12. All self-service patron returns convey all material to the sorter. Describe how the system works including specifying:</p> <ol style="list-style-type: none"> <li>The point at which the RFID tag is read</li> <li>The point at which the item is checked in</li> <li>The point at which the security setting is changed</li> <li>How the system keeps track of where each item is as it moves along the conveyor.</li> </ol>	<p>YES.</p> <p>All materials are returned to the sorter from self-service patron returns.</p> <p>A) The RFID tag read inside the patron induction tunnel.</p> <p>B) At that point inside the induction tunnel, the Lyngsoe AMH system sends check in request to the ILS via SIP2 and gathers item data, thus clearing the patron record.</p> <p>C) It is at this point also that the security bit is flipped.</p> <p>D) We have two sets of photo eyes inside this tunnel, as well as photo eyes at the end of each Sort Mate module (approximately every 2 feet). It is through these photo eyes that we track and monitor the item through its trip on the AMH system.</p>
<p>13. All self-service patron returns have an intuitive touch screen interface. Provide screen shots showing the user interface from the patron's point of view during a typical transaction.</p>	<p>YES</p> <p>All self-service patron returns use a highly intuitive touch screen interface that shows what materials are being returned in real-time. There are receipt printing/emailing options that are extremely easy to understand with pictures and text. Below is a short video link which you should be able to view if you're reading this on your computer, showing a young lady returning several materials as well as the requested screen shots.</p> <p style="text-align: center;">   MVI_4053.MOV </p> <p>(Dual Internal Patron Induction Example)</p>

	 <p>This is an animated screen showing the patron how to insert items</p>  <p>This is a real-time view of all titles of checked in materials</p>  <p>This is the screen showing receipt options</p>
<p>14. All self-service patron returns have the ability to read the Set Info field on the RFID tags and support the Library-configurable option to prevent patrons from returning material when a part of the tagged set is missing.</p> <p>a. Describe how your system meets this requirement.</p> <p>b. Describe the Library's options for dealing with</p>	<p>A) The RFID scanner is always scanning, looking for available tags to process. When a tag is processed, the item ID is read, along with the set tag information. If the tag set is incomplete, the library can choose how this item is handled</p> <p>B) The library can select if the item</p>

<p>missing parts on returned items.</p>	<p>missing parts is returned to the patron, with a message requesting them to check for missing parts, or the item can be accepted and sent to the acceptations bin for manual handling. This library can also choose if this item is checked in or not.</p>
<p>15. Each self-service patron return is uniquely configurable as it relates to rejecting or accepting unrecognized items.</p> <p>a. Describe the settings that can be unique to each patron return versus the settings that have to be the same for all returns vis-à-vis when items are returned to patron instead of being accepted into the system.</p> <p>b. Describe how Library staff control these settings as to each patron return and for certain dates and times.</p>	<p>YES.</p> <p>Lyngsoe complies with this feature request.</p> <p>A) The number of times an unrecognized item or incomplete set is rejected can be set and can be different in multi-induction systems. Internal Patron returns can be set to accept everything, while external returns can be set to never take anything not recognized or incomplete. This also can mean that you can have a set number of rejections before accepting. If the number of rejections is set to 2 for a patron return, the patron will attempt to return an unidentified items 2 times, have the item returned both times and have error messages that the item is not identified on the touchscreen, yet on the 3rd attempt, it is accepted and placed in the exceptions bin for inspection by a staff member.</p> <p>B) The library staff can control these setting through either manipulating the setting in the staff UI sorter controller, or also can be done by contacting the hotline.</p>
<p>16. All self-service patron returns accept items quickly.</p> <p>a. Describe how many items a patron can induct in 15 seconds (assuming no excessive delays from the ILS and no other induction activity) when it is configured to read Set Info (and possibly reject items).</p> <p>b. Describe how many items a patron can induct in 15 seconds (assuming no excessive delays from the ILS and no other induction activity) when it is configured to accept all items (and route to Exception bin as needed).</p>	<p>A-B) The Library Mate 1200 or 2100 is capable of inducting approximately 5.6 items in 15 seconds when no items are rejected or excessive delays from the ILS. This speed includes setting security on the RFID tag or reading set tags as well. This translates to the capacity of a single induction to be 1345 items/hour.</p> <p>There is no difference if we are reading single tags or set tags.</p>


	<p>Patron returns can be easily programmed to accept or reject unidentified/missing sets, etc. They can also be set to have only a limited number of attempts before the item is accepted and sent to the exceptions bin for staff attendance. One, Two or We find this option can limit patron frustration, yet help keep the ILS and collection in good status with 99.9% accuracy of item sortation and check-in.</p>
<p>17. All self-service patron returns must accept a wide range of item sizes. State the smallest and largest objects that can be inserted into the patron return slots.</p>	<p>The item size requirement are as follows:                  Max: 400 x 300 x 100 mm (L x W x H)                  15.8 x 11.8 x 4 inches (L x W x H)                  Min: 100 x 100 x 5mm (L x W x H)                  2.6 x 2.6 x .1 inches (L x W x H)                  Max weight: 5 kg                  Min weight: 30 g</p>
<p>18. Self-service patron returns have a shelf for patrons to place their items on while using the return.</p>	<p>Lyngsoe Complies. Our system will come with a nice shelf like this one in Eloise May library in Colorado:                  This internal return shelf is made of Corlan.</p> 
<p>19. Self-service patron returns have a receipt printer.</p>	<p>YES.                  See above in the picture in #18. The receipt printer that is located under the shelf most likely uses the paper you already use in the library today.</p>





<p>20. Walk-up patron returns must provide patrons the option to email or SMS receipts to patrons upon check-in.</p> <ul style="list-style-type: none"> <li>a. Describe conditions that must be met for this to work (e.g. must already have an email address on patron record for email, can enter SMS number on screen) and how quickly receipts are sent out.</li> <li>b. Describe options for entering an email or mobile phone number at the screen in order to get an emailed or SMS receipt.</li> <li>c. State whether any phone numbers or email addresses entered at the screen can be saved into the patron account.</li> </ul>	<p>YES.</p> <p>Lyngsoe complies with this feature request.</p> <ul style="list-style-type: none"> <li>a) If the patron record has an e-mail address, Lyngsoe can have the system offer to e-mail receipts. In the case that the patron record contains an e-mail address, the receipt options will be 1) None, 2) E-mail and 3) Print Receipt. If the patron record does NOT have an e-mail address, then only the 2 options will appear: "No Receipt" and "Print Receipt"</li> <li>b) We do not have this at this time. If this is a requirement, we are willing to investigate options. We feel that this could lengthen the return cycle and possibly clog up the AMH with patrons entering information.</li> <li>c) We do not have this capability at this time, but should this be a requirement, we are willing to investigate options.</li> </ul>
<p>21. Self-service patron interface must provide language options. Describe how the patron would change the language on the patron interface and provide a list of all languages that can be accessed by the patron.</p>	<p>Lyngsoe Systems' international headquarters is based out of Denmark, and has sorting systems throughout the world. Providing excellent communication through cultural and linguistic barriers is something the company prides itself on. Using the intuitive touch screen user interface, patrons can easily change the language used by tapping the screen on what language they want, or even going by the country's flag.</p> <p>The language options that come out of the box are: English, Danish, Finish, French, German, Icelandic, Indonesian, Norwegian, Spanish and Swedish. As with many features, we can customize. For example, in Queens, we had requests for Bengali and Russian – those language options are available there now.</p>

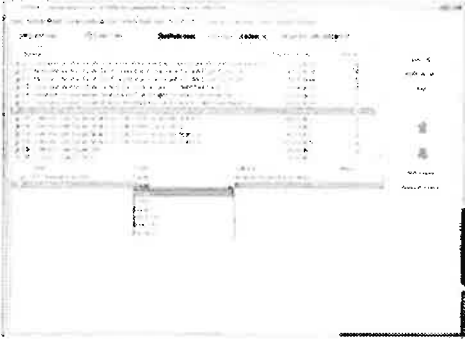


<p>22. External patron returns are weather proof and include an access door that remains closed until a library RFID tag is detected, patrons push a button, or motion detection causes access door to open. Describe options for opening the access door, include screen shots, and how long it takes to open.</p>	<p>YES.</p> <p>Lyngsoe's Library Mate 2100 is designed to withstand all kinds of weather conditions. The steel and aluminum front and high-quality touch screen have all been selected with durability, style and functionally in mind. The automatic hatch door protects the interior of the kiosk, and the library. The hatch door can be provided with an external RFID reader to only activate when it detects authorized material. The touch screen offers multi language functionality, to help guide patrons through the return process. Standard installations have a button press for opening. The door actuation is very fast and will open within 1-2 seconds</p> <p>Additional options include: Magnetic patron card reader, RFID patron card reader, Barcode patron card reader, Open door by RFID in shelf, Item barcode overhead reader, Item RFID read and the Camera Kite. The Library Mate 2100 can handle up to 1100 inducted items/hour.</p> <p>The image below shows a Library Mate 2100 ready for induction, the screen says, "Press Button to Open Gate" The button is just below the middle of the shelf.</p> 
<p>23. All staff inductions accept items quickly. Describe</p>	<p>No other AMH vendor can compare</p>

<p>how many items staff can induct in 10 seconds (assuming no excessive delays from the ILS and no other induction activity).</p>	<p>their staff induction to ours when it comes to speed and accuracy. It can process items at over 2600 items per hour, or under 1.4 seconds each. The staff induction can process 7 items in 10 seconds or a 40-item tote in under a minute.</p> <p>Here is a clip: 13 items inducted into the staff induction in just 18 seconds, or just under 1.4 seconds per item.</p> <p><a href="https://youtu.be/45OR4BOs9_8">https://youtu.be/45OR4BOs9_8</a></p>
<p>24. All staff inductions to sorter must be able to read Library bar codes or RFID tags. Describe how your system supports this requirement including any costs involved in supporting the barcode option.</p>	<p>Lyngsoe Systems is proposing our ErgoStaff 1200 with both RFID and Top Scan Barcode readers..</p>
<p>25. System provides a staff induction station or area that is ergonomic and which supports efficient staff workflows.</p> <ol style="list-style-type: none"> <li>Describe the sorting system's staff induction station/area and how it optimizes the staff workflows and provides for an ergonomic work environment.</li> <li>Describe how the staff induction station/area is configurable for standing or sitting.</li> <li>Describe how the staff induction station/area is configurable for working out of bins of different sizes, shapes, heights, depths.</li> </ol>	<p>A) Lyngsoe Systems takes careful consideration of workflows when designing sorting systems. Several iterations are reviewed with a team of industry-leading experts to come up with the best option or options in the given space, requirements and provided preferences. Lyngsoe provides those options to you, and gives suggestions on what we think would be the optimal workflow for your sorting rooms.</p> <p>B) Lyngsoe's Ergo Staff has an adjustable countertop, making ergonomically ideal for someone as tall as 6'6", and as short for someone who is in a wheelchair.</p> <p>C) The ErgoStaff has an open configuration, and allows the operator to pick items out of any size or shape of bin.</p>
<p>26. The system is capable of routing single disc media items to an exceptions bin after X number of circulations so staff can check them for condition. Please describe how your system accomplishes this or could accomplish this in cooperation with the CARLX.</p>	<p>There are many ways that this can be done, and can be a longer discussion. The AMH equipment relies on the circulation data that is contained in the ILS. Should CARLX issue a warning, alert or any other message for an item flagged in its SIP2 response, we can route any item for inspection into the</p>

	<p>exceptions bin.</p> <p>Lyngsoe also has a SaaS software package called IMMS- or Intelligent Materials Management System. Among MANY other things, the IMMS would be able to interface to the sorter and flag items when they reach different usage milestones.</p>
<p>27. Describe "Maximum Throughput Per Hour" for each of the following library sorter configurations:</p> <p>configurations:</p> <ul style="list-style-type: none"> <li>a. 5 bin – 2 patron – 1 staff induction</li> <li>b. 7 bin – 2 patron – 1 staff induction</li> <li>c. 9 bin - 2 patron - 1 staff induction</li> <li>d. 11-bin- 3- patron – 1 staff induction</li> </ul> <p>Maximum-Throughput-Per-Hour is defined as follows: the number of items that can be sorted accurately (99% accurate) in one hour assuming all items are RFID tagged and are being inserted into all inductions as fast as possible for the entire hour.</p>	<p>The maximum throughput for all variations of system design is going to be 2600 items per hour through the staff induction. As more inductions (internal or External) are introduced, traffic control will accept items from the patron returns in a first in first out configuration at the fastest speed of the sorter. Here is a link to a video of consistent traffic pattern of 2 Incoming directions at around 2300 items per hour throughput.</p> <p><a href="https://youtu.be/vwYdc8vDEuQ">https://youtu.be/vwYdc8vDEuQ</a></p> <p>As for the official answer, A-D) will all be the same answer.</p> <p>Only systems with a single patron return would operate at the maximum speed of the patron return or staff induction of around 1300 items per hour from a patron return</p>
<p>28. All sort destinations provide flexibility in terms of whether Items are sorted to distribution totes or bins. Describe the options for bins and totes and as well as any other options you support.</p>	<p>Lyngsoe Systems offers a variety of destination products. The Sort Mate Modules come with tote shelves that easily folds up and down. They are ideal for utilizing existing customer totes. An example picture can be seen below:</p>  <p>Lyngsoe also offers 4 primary lines of destinations: Ergo Box, Ergo Trolley, Ergo Cart, and Ergo Volume. Existing customers like the Ergo Box (pictured below), for its high capacity</p>

	<p>and the automatic bottom.</p>  <p>The Ergo Trolley (pictured below) is a popular option because of its ease of transportation, high volume capacity and general versatility</p>  <p>The Ergo Cart (Pictured Below) is a great option for fast re-shelving while ergonomically still optimal. With just one touch, you can easily move the Ergo Cart to any shelf in the library and raise the Ergo Cart Shelf so there's no more bending down to grab a book.</p>  <p>The Ergo Volume (pictured below) is interchangeable with the Ergo Cart and provides bulk capacity with easy transportation.</p> 
<p>29. Sorter supports multiple, configurable and selectable sort programs that can be used for different periods (e.g. one sort program for after hours, another for open hours, another for long weekends).</p> <p>a. Provide screen shots showing how the Library can modify a sort program (e.g. change which</p>	<p>A) Adding and modifying the sort plans is accomplished by simple menu selections based off of the SIP2 data you would like to sort by. By selecting the SIP2 field you would like to sort by, a logical qualifier, and a sort destination,</p>

<p>are sorted to which bins).</p> <p>b. Describe how many sort programs can be created.</p> <p>c. Describe how staff can easily switch between sort programs.</p>	<p>you can create as rough or as fine a sort you need.</p>  <p>All selections are done by drop down menu</p> <p>B) in the base configuration, up to 10 sort programs can be configured simultaneously.</p> <p>C) switching the sort plans is achieved by selecting from a drop-down menu, and clicking a button to make it active.</p>
<p>30. System is capable of adding additional sort destinations and bins at a later time. Describe any limits in the configuration or number of bins proposed system supports and any upgrade programs you offer.</p>	<p>YES.</p> <p>The Lyngsoe Sort Mate control system is capable of adding as many sort modules the library requires or has room for. The only restriction is the physical space available within the room.</p> <p>Expansions are easy to do, and in many cases can be completed in a matter of hours, minimizing any machine down time.</p>
<p>31. Sorter handles a wide variety of materials gently. Describe how the sorter moves items on the conveyor and places them into totes or bins in a way that ensures magazines don't get caught or ripped, large books are not damaged or dropped, covers are not bent, and media cases are not broken.</p>	<p>YES.</p> <p>Lyngsoe Sorters handle virtually all library materials. After years of testing and feedback, we've calibrated the speed in which materials move across the sorter between the perfect balance of activation speed to the chutes and sorter speed. Using our PEC technology within the sorter system, we are able to accurately determine where the materials on the sorter; this allows us to place the materials off the chutes into the receptacles in the most space</p>

	<p>optimizing fashion possible. In other words, the sorter is smart enough to place item 1 on the left side of the receptacle, item 2 on the right side, item 3 on the left side, and so on.</p>
<p>32. System provides an Emergency Stop system that is easy for staff to trigger and which is also easy for staff to restart.</p> <p>a. Describe how the sorter can be quickly stopped by staff including describing where the emergency stop features are located, how they are used and what happens when they are triggered (in terms of all patron returns).</p> <p>b. Describe the process of restarting the system after stopping it including detailed description of the role of the Library staff and the Vendor (if applicable).</p>	<p>YES.</p> <p>The Emergency stop system, or E-Stop, on the Lyngsoe AMH is easy to use.</p> <p>A) The E-Stop is simply activated by depressing an E-Stop button located along the sorter. When the E-Stop is activated, power is immediately removed from the motors on the system. The E-Stops will be strategically located around the sorter in locations for easy access.</p> <p>B) To restart the system, the E-Stop button must be reset by turning the switch and then the E-Stop must be acknowledged at the sorter control panel. This is completed by a button press. When the error is acknowledged, the system start button can be pressed, and the system is operational again.</p>
<p>33. The system is not labor-intensive for staff to maintain.</p> <p>a. Describe any repairs that you will expect the staff to make (with or without your guidance).</p> <p>b. Describe any maintenance tasks staff will be expected to perform and the frequency.</p>	<p>YES.</p> <p>A) During the staff training sessions, we will have a special session to learn steps for troubleshooting and resolution of many problems. The Lyngsoe AMH is very easy to maintain, repair, and also troubleshoot with the help of our hotline engineers. If our hotline engineer diagnoses a problem, and the staff is not capable to perform the repair, we will send a technician to site</p> <p>B) Maintenance tasks your staff would perform consists of simple, basic cleaning such as vacuuming dust and wiping dust with a cloth.</p>
<p>34. The management system of the AMH systems is remotely accessible over the Library network using a standard web browser. Describe how authorized staff can remotely monitor each AMH system and</p>	<p>YES</p> <p>Staff will be able to log in to the LibraryMate on any computer located</p>

<p>what technology is required.</p>	<p>on the library network using a simple internet browser.</p> <p>There is no special technology required.</p>
<p>35. The system is manufactured by a reliable company with a good track record.</p> <p>a. Provide the name of the manufacturer of AMH system.</p> <p>b. Provide company names of individual component providers if applicable.</p>	<p>Lyngsoe Systems subjects all of its components to rigorous factory testing and quality control during manufacturing. Onsite testing is always performed, spare parts are sent and a full system review is done prior to kick off.</p> <p>A) Lyngsoe is the manufacturer of our sortation equipment.</p> <p>B) Not Applicable</p>
<p>36. The Library seeks a Vendor partner committed to standardized communications between the ILS and AMH/RFID systems. State your commitment to working within the Library Communication Framework should any custom development be required to meet the Library's needs integrating ILS and AMH/RFID communications.</p>	<p>Lyngsoe is committed to standardized communications for the library industry. Since we are not a ILS provider, or a RFID tag provider- we rely on the standards that allow systems to communicate between each other.</p> <p>We are committed to working within the LCF, and if the customer requires any custom development, we will assure interoperability.</p>
<p>37. The proposed system is interoperable with RFID circulation and security technology from other vendors. List compatible vendors.</p>	<p>Since we do not provide RFID ourselves, we have integrated with all major RFID providers in the US, and will guaranty that if ISO standards are used, we will work with anyone.</p>
<p>38. The proposed system is able to handle overflow situations, such as weekends, holidays, etc.</p> <p>a. Describe the configuration options for handling items returned that exceed the capacity of one bin.</p> <p>b. Describe the configuration options for handling items that exceed the capacity of the exceptions bin.</p> <p>c. Describe the configuration options for handling items that exceed the capacity of the sorter (all bins).</p>	<p>A) The Lyngsoe AMH can be configured in many ways to handle overflow situations. The most straightforward would be to detect a full sort destination, and forward any other items to the exceptions chute- until the chute is emptied and space is made. There are also configurations where you can select multiple destinations for an item to be sorted- a waterfall configuration, or we can use a round robin configuration.</p> <p>B) If the exception bin fills up frequently, we do offer larger sized</p>

	<p>ErgoTrolleys which would be able to handle excessive volume.</p> <p>C) Since staff would have the ability to receive warning messages via text or email that bins are filling up and the sorter is reaching capacity, this situation could be resolved before it becomes a problem</p>
<p>39. The proposed system does not interfere with the existing behavior of the ILS during check-in, i.e. when floating collection items are checked in, the applicable branch code in the item record is changed to reflect the new branch. Please describe process.</p>	<p>The Lyngsoe AMH does not interfere with the existing behavior of the ILS during check in- as we are utilizing the SIP2 standard. The Lyngsoe Sorter will sort items to where ever the ILS tells it to.</p>



**B. Commitment to Standards and Interoperability**

The Proposer shall demonstrate their commitment to standards and interoperability by describing any participation in NISO bodies or other national or international standards bodies.

If Proposer provides any APIs to customers, please list them and state whether they are publicly available to non-customers as well.

Lyngsoe Systems is dedicated to the standards and interoperability of library systems. Since Lyngsoe specializes in Automated Material Handling systems only, we must work closely with many different vendors in the industry, from RFID providers, ILS providers, and other collection management solutions. By nature we thrive under the use of standards and interoperability between library systems.

We have in the past participated in the SIP3 standard creation, and will actively participate in new standards as the needs of libraries continue to grow and change.

### **C. Health and Safety**

The Proposer shall provide information pertaining to the safety and accessibility of their equipment. Specifically:

- a. All equipment must be CSA- or UL- or ETL-approved for adequate fire and safety compliance. That compliance must be for complete units in the system and not for individual electrical components or pieces.
- b. Proposers shall provide documentation and certification listing numbers of the CSA, UL, or ETL approval.
- c. All RFID equipment must be FCC compliant. Provide documentation.
- d. The system must be in compliance with ADA guidelines for wheelchair clearance and for reach range standards.
- e. Detection or security corridors must be in compliance with relevant ADA requirements.

Lyngsoe systems utilizes all UL certified components in its construction. Due to the interoperability and flexible nature of our components, obtaining system level certificates must match the exact configuration of the equipment (number of patron returns, staff returns, number and type of destinations, and the configuration of the sort modules). To obtain system level UL certification, this requires an on-site inspection and approval by a UL inspector. If Solano County Library requires this as part of scope of the project, it can be done at an additional cost. Once the system is approved by an inspector, the system will be issued a certification listing number specific to your installation. Attached below is a certification based on another project in California.

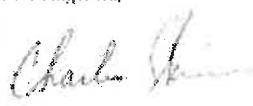
Readers used in the Lyngsoe AMH are all FCC compliant

System designs are in compliance with ADA guidelines for wheelchair clearance and reach range standards

TUV SUD America, Inc.  
 Field Label Evaluation  
 10043 Mesa Rim Rd. San Diego, CA 92121  
 PH: 619-579-1405  
 Fax: 619-540-3334  
 E-mail: ctkinnar@tuv.com

AHJ: City of San Diego CA  
 Mark Chrysler



Customer: Lyngsoe Systems Contact: Shawn Kandle Address: 330 Park Ave San Diego, CA E-mail: shawn@lyngsoesystems.com			
NR17 Laboratory: TUV SUD America, Inc. Report Reference No: S1311564 Date of issue: 05 Dec 2013 Test item description: Automated Conveyor System			
Dear Mr. Kandle,  The following is verification that TUV SUD America, Inc. has completed the Field Evaluation of the listed model(s). The following are the Field Label serial number(s) as applied to each evaluated unit(s). A detailed assessment report has been created addressing applicable UL 508A Electrical Standard for Industrial Control Panels, NFPA 79 Electrical Standard for Industrial Machinery, And NFPA 491 Recommended Practice and Procedures for Unlabeled Electrical Equipment Evaluation. Field Labelling requirements for the listed model(s) and will be kept on file at TUV. If you should have any questions please don't hesitate to call.  Best Regards,  			
Manufacturer	Item	Model/Serial Number	TUV Label Number
Lyngsoe Systems	Automated Conveyor	AMH-0017R 20203-331	36193

## **Form E: Training and Documentation**

Vendor will supply adequate training free of charge to the Library as part of the implementation process. Adequate training is defined by the following:

1. Training key circulation, technical services, system administration, and public services staff in the use of all RFID equipment. Total number of staff to be trained is approximately 40-50.
2. Training will be performed by the RFID vendor and will take place at the library.
3. Training in key circulation staff in the use of all AMH equipment. Total number of staff to be trained at each location is approximately 3-5 and shall take place upon successful installation of each AMH system.

Additional training requirements include:

1. The library requires user manuals, plus any other materials that are typically distributed during training.
2. The library requires that manuals be available in electronic format with unlimited distribution within the library, and shall be supplied free of charge.
3. 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.
4. Introductory operator/user/staff training shall be provided at no charge.
5. Indicate options and pricing for additional staff training periods and topics.

Describe how you will provide the training and documentation required.

Lyngsoe Confirms that we will train key circulation, technical services, system administration, and public services staff in the use of the AMH equipment. We will train at the library by the commissioning engineer or someone from the project team.

We will provide unlimited access to our [www.mylyngsoe.com](http://www.mylyngsoe.com) website for all up to date user manuals and documentation. These manuals are in electronic format with unlimited distribution with the library. We will work closely with library staff and you will have unlimited access to the project team. Introductory training will be provided as part of this implementation at no additional charge. Additional training can always be arranged for travel and time expenses.

## **TRAINING AND DOCUMENTATION**

We also feel that training should be done at a personal level, and at install. Lyngsoe Systems will completely comply with the requested method of training and documentation details above. Each of the trainings for the locations for Solano County will be done in the final stages of each libraries installation. This way the local administrators, local operators and those responsible for everyday maintenance/care can be there and learn on their own site's AMH equipment. Here below is a list of the kinds of documentation and training that will be available for each location to be performed during each install.

## MAINTENANCE MANUALS & DOCUMENTATION

Electronic manuals will be available on [www.MyLyngsoe.com](http://www.MyLyngsoe.com) after commissioning of system to assure as-built accuracy. Manuals include the following minimum system documentation:

- Mechanical layout and elevation drawings for each site.
- Mechanical bills of material – Equipment Lists
- Electrical layout and panel drawings
- Detailed description of operations and/or Functional Specifications
- All available on-line at [www.mylyngsoe.com](http://www.mylyngsoe.com)

### OPERATOR TRAINING

- Parts Identification
- Starting/Stopping Sorter
- Emergency Stops
- Patron use of LibraryMates
- Staff use of LibraryMates and Staff Induction
- Status of Chutes
- Resetting system errors

### SUPERVISOR TRAINING

- Attend Operator Training
- WEB Interface
- Troubleshooting
- Critical vs. Non-critical issues
- Intro to MyLyngsoe.com
- Ordering Spare Parts

### MAINTENANCE TRAINING

- Overall Review
- Emergency services
- Maintenance contracts
- System upgrades
- Training
- Warranty administration
- System commissioning

### Preventative Maintenance Procedures

- Belt inspection and tracking
- Lubrication
- Quarterly maintenance
- System walk-through
- Troubleshooting

### Parts Identification

- Abbreviation Guide
- Key Number Drawings
- Section ID Tags
- Spare Parts Proposal
- Spare Parts Ordering for Replenishment

## **Form F: Implementation Plan and Timeline**

The Proposer shall provide a detailed, comprehensive project implementation work plan and schedule. Include all major aspects of the project, including delivery, installation and testing, and implementation, through the last library branch remodel and AMH installation in 2018.

The work plan should be in sufficient detail to demonstrate a clear understanding of the project.

The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each task.

The schedule should show who is responsible for each task.

Include a training schedule, including topics covered and how training will be delivered.

Include a brief description of project management and technical support personnel, with a brief description of each person's qualifications and experience.

Describe any materials that the Library will be expected to provide which are outside the provisions of the Proposer's proposal.

Our personnel information and bios are listed in Form D

Our training plan is listed in Form E

## **PROJECT PLAN PROJECT IMPLEMENTATION**

### **SYSTEM DESIGN, PROJECT MANAGEMENT, AND INTEGRATION**

Lyngsoe Systems provides total project integration and takes full responsibility for specifying, installing, and commissioning all Lyngsoe Library Systems and third-party products and services when delivering a contract.

We provide an extensive range of end-to-end solutions designed to meet the need for patron self-service and automated material handling shared by libraries around the world. Lyngsoe library equipment and systems interface with existing library communications protocols and are compatible with Barcode and RFID labelling technologies.

Lyngsoe Systems is a Project Oriented Organization. As such, we define our core processes as those that (have direct responsibility to the customer) are visible to the customer directly and add value to the project. Stage Gate is the name we use to identify our core processes, and how we manage them. Stage Gate consists of the division of a project into three (3) Phases and seven (7) Stages. Each Stage ends with a Gate, where expected results are compared to actual results with the evaluation of any differences.

These core processes are owned by three principle functions: Sales, Project Management, and Customer Service & Support. Each project is initiated in the Sales Phase. Once a contract is awarded, it is then transitioned to Project Management for leadership and control of the implementation phase. Following

handover to the customer, responsibility for the project transitions to Customer Service & Support for the remainder of the project and into post warranty support.

At Lyngsoe Systems, Stage Gate represents several values, including:

- Common language of stages and gates throughout the organization
- Common procedures to be followed for all projects
- Project-centred philosophy, combined with common work efforts
- Result-oriented planning tool where focus is placed on meeting commitments

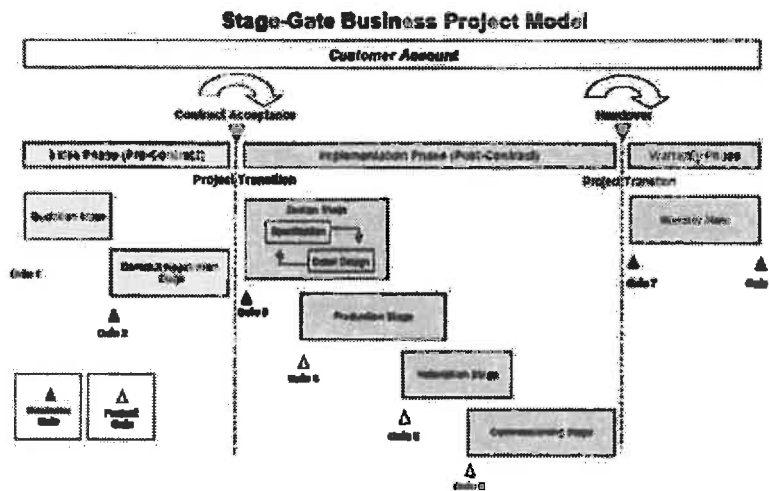
### STAGE GATE AT LYNDSOE SYSTEMS

Stage Gate is the methodology that Lyngsoe Systems employs to manage the implementation of projects from concept inception through customer support. The division of a project into stages allows cross-functional teams at each level of the organization to contribute to the successful completion of each and every project. The gates that bound each stage provide an opportunity to review the status of the project and ensure that it is being completed according to plan.

The principles of the Stage Gate plan include:

- Stage Gate provides a general set of guidelines that Lyngsoe Systems uses in the implementation of every project. These guidelines cross functional lines, and therefore allow contribution from the entire organization
- Stage Gate is used to define a structure and hierarchy of key activities throughout the project, providing a greater level of oversight
- Stage Gate places the focus on results. Those results requirement drive key activities and ensure a focus on value added activities
- The Stage Gate plan places focus on ensuring that the contract deliverables are met, with a goal of working together to maximize value within the constraints of the contract

By dividing each project into stages, there is a greater overview of the individual parts of the project and therefore improves our overall perspective of the total project.



ID	Task Name	Duration	Start	Finish	Start	Finish
1	Form Submission	0 days	Mon 6/5/17	Mon 6/5/17	25.5.2017	25.5.2017
2	Library Review	27 edays	Fri 6/9/17	Thu 7/6/17	25.5.2017	25.5.2017
3	Bidder demos	5 days	Thu 7/6/17	Wed 7/12/17	25.5.2017	25.5.2017
4	Notification of Recommendation	0 days	Fri 7/12/17	Fri 7/12/17	25.5.2017	25.5.2017
5	Negotiation of Contract	33 edays	Fri 7/12/17	Wed 8/23/17	25.5.2017	25.5.2017
6	Project Start	0 days	Fri 9/1/17	Fri 9/1/17	25.5.2017	25.5.2017
7	Project Kickoff with Library	1 day	Mon 9/4/17	Mon 9/4/17	25.5.2017	25.5.2017
8	Branch 1	95.15 days	Tue 9/5/17	Thu 12/21/17	25.5.2017	25.5.2017
9	Design review	1 wk	Tue 9/5/17	Mon 9/11/17	25.5.2017	25.5.2017
10	System design approved by library	0 days	Mon 9/11/17	Mon 9/11/17	25.5.2017	25.5.2017
11	Project Order	0 days	Tue 9/15/17	Tue 9/15/17	25.5.2017	25.5.2017
12	Manufacturing	12 ewks	Tue 9/15/17	Tue 11/28/17	25.5.2017	25.5.2017
13	Shipping	2 ewks	Tue 11/28/17	Tue 12/12/17	25.5.2017	25.5.2017
14	Start of Installation	0 days	Tue 12/12/17	Tue 12/12/17	25.5.2017	25.5.2017
15	On Site	7.75 days	Tue 12/12/17	Thu 12/21/17	25.5.2017	25.5.2017
16	Installation	4 days	Tue 12/12/17	Fri 12/15/17	25.5.2017	25.5.2017
17	Building Modifications complete by library	0 days	Tue 12/12/17	Tue 12/12/17	25.5.2017	25.5.2017
18	System layout	0.5 days	Tue 12/12/17	Tue 12/12/17	25.5.2017	25.5.2017

Project Summary

Task: Roll Up Milestone

Roll Up Milestone:

External Tasks:

Project Summary:

External Milestones:

Roll Up Task:

External Milestones:

Roll Up Milestone:

External Milestones:

Roll Up Task:

External Milestones:









ID	Task Name	Duration	Start	Finish
111	On Site	7.75 days	Tue 2/20/18	Thu 3/1/18
112	Installation	4 days	Tue 2/20/18	Fri 2/22/18
118	Commissioning	3.75 days	Sat 2/24/18	Thu 3/1/18
128	Go Live	0 days	Thu 3/1/18	Thu 3/1/18
127	Branch 6	86.15 days	Tue 11/28/17	Thu 3/15/18
130	Design review	1 wk	Tue 11/28/17	Mon 12/4/17
129	System design approved by library	0 days	Mon 12/4/17	Mon 12/4/17
129	Project Order	0 days	Tue 11/28/17	Tue 11/28/17
131	Manufacturing	12 ewks	Tue 11/28/17	Tue 2/20/18
132	Shipping	2 ewks	Tue 2/20/18	Tue 3/6/18
133	Start of Installation	0 days	Tue 3/6/18	Tue 3/6/18
134	On Site	7.75 days	Tue 3/6/18	Thu 3/15/18
135	Installation	4 days	Tue 3/6/18	Fri 3/9/18
144	Commissioning	3.75 days	Sat 3/10/18	Thu 3/15/18
145	Go Live	0 days	Thu 3/15/18	Thu 3/15/18

Project Lyngsoe Proposal Schedule  
Date: Sat 8/8/17

Task: Role of Up Spile

Round Up Milestone

Round Up Progress

External Task

Project Summary

External Milestone

Manual Summary Rollup

Manual Summary

Start only

Finish only

External Task

External Milestone

Progress

Deadline

## OWNER'S RESPONSIBILITIES

- a) Provide any necessary permits and/or licenses.
- b) Provide power to a location in close proximity to the sorter and coordinated points near the conveyor route (within 10 feet) 120V single phase.
- c) Provide 2 network drops per LibraryMate® or Staff Induction™ and one for each sorter for communication and support.
- d) Provide one SIP license for each check-in station.
- e) Allow for site to site VPN (IPSEC) for commissioning and ongoing hotline support. Additional details contained in LS Remote Customer Support document
- f) Provide a clear path for access to and from the installation site for personnel and equipment.
- g) Provide secure, dry, convenient storage for equipment, tools and materials used on site.
- h) Provide adequate working space for the installation crew.
- i) Provide lighting for installation at the location where the work is to be performed.
- j) Provide parking and restroom facilities.
- k) If special lift equipment is required, Lyngsoe Systems must have access to a ramp door.
- l) On site security.
- m) Areas of installation to be broom swept by other contractors prior to the start of Lyngsoe Systems installation.
- n) Provide no later than the scheduled start of installation date, the installation site free and clear and ready for Lyngsoe Systems to begin installation. Lyngsoe Systems acknowledges that some degree of facility construction may be underway during installation. The Purchaser acknowledges its responsibility to minimize possible resulting disruptions to Lyngsoe Systems' installation process.
- o) Provide no later than start of installation date, all civil work and necessary removal or modifications of existing equipment or buildings. For instance, the building modifications required for the installation of the LibraryMates® in exterior or interior walls, and penetration points through walls required by the conveyor run. Architectural finishing of penetration points after installation of LibraryMates® if required.

**Form G: Service, Support and Warranties**

**1. Support & Maintenance**

The Proposer shall provide details on its service and support and continued maintenance over the life of the system. Details will include:

- a. Normal operating hours for tech support, and procedures for obtaining assistance during off hours;
- b. Any sub-contractors with which the Proposer works;
- c. Any warranties and/or guarantees for the system and/or support and service;
- d. Guaranteed response times for both remote and on-site support;
- e. Locations of support technicians;
- f. System update and upgrade policy;
- g. Turnaround time guaranteed by Proposer to acquire and install replacement parts;
- h. Qualifications of key support team personnel;
- i. Sample sales, software, and support agreements.

**2. Guarantees & Warranties**

Proposer shall provide details of all guarantees and warranties that accompany its solution.

Proposers must respond to every requirement contained in the Guarantees and Warranties section of the RFP using the following criteria specified below:

**STANDARD.** Service is available as requested and is included for all customers at no additional charge.

**OPTIONAL.** Service is available but there is an additional fee associated. Describe the exact terms of your service offering as well as any costs involved (Years 1-5).

**NO.** Service is not available as requested.

Requirement	Proposer Response
1. Proposer provides an all-inclusive, 12-month extended warranty on equipment, software, and components and offers a maintenance/service contract thereafter. All proposed maintenance/service contracts are subject to negotiation by the Library.	Lyngsoe Complies with this requirement.
2. Proposer offers a 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month extended warranty or service agreement. If the detection system does not perform to the level of performance outlined in the specification document for this product (detection rate and false alarm rate), the Proposer must either make the system meet the specified performance level or refund the entire purchase price and remove the system at no charge to the Library.	Lyngsoe Complies with this requirement.

<p><b>3. Tag Guarantee.</b> Proposer must warrant that provided tags have passed quality control inspection and any defective tags on a roll are clearly marked and replacement tags have been proactively provided. Describe the warranty available on RFID tags including replacement policy.</p>	<p>N/A</p>
<p><b>4. Tag Performance Guarantee.</b> Proposer provides performance guarantee (e.g. read range) of provided tags and antennas and readers. Describe the terms of your performance guarantee for each component.</p>	<p>N/A</p>
<p><b>5. Software patches and upgrades.</b> Proposer must warrant that software patches and upgrades are supplied free of charge to the Library and are performed by the Proposer's trained technicians. Describe how often patches and upgrades are applied and how they are scheduled with Library.</p>	<p>Lyngsoe Complies with this requirement. The Upgrades will be done remotely and on as "As needed" basis. They will be scheduled with the library to not interrupt daily workflows.</p>
<p><b>6. Local Authorized Service Technicians.</b> Proposer must warrant that service technicians will be stationed within 200 miles, are fully-trained and certified by the manufacturer to perform service on any related hardware or software. Specify location of nearest such service technician.</p>	<p>We are adding 6 new systems in Northern California in 2017 and currently looking to hire a service technician in the Northern California area. We are expecting to have a Lyngsoe employee on staff in your area Q3 of 2017</p>
<p><b>7. 24-Hour Support Line.</b> Verify that the Library can request support 24 hours a day using a toll-free number.</p>	<p>Our standard service agreement provides this service.</p>
<p><b>8. On-Site Support.</b> Proposers guarantees to be on-site within 24 hours of being notified that a unit (self-service unit, security gate, workstation, handheld) is out-of-service</p>	<p>This is part of our standard maintenance and warranty service. Lyngsoe complies with this requirement.</p>

<p>9. Phone Support. Proposers guarantees to respond to all service calls within 4 open library hours (e.g. if the Proposer gets a service call overnight, the Library should get a callback no later than 1pm the next afternoon.) Describe guaranteed remote support response time.</p>	<p>Lyngsoe Complies with this requirement.</p> <p>Within 15 minutes of receiving the call, hotline engineers will start troubleshooting the system and supporting the Customer. This will be done by telephone and VPN connection. Establishing a VPN connection to the Customer will be done prior to initial equipment installation but according to Lyngsoe Systems specifications outlined in the project phase</p>
<p>10. Parts. Local service technicians are equipped with parts normally required to service the equipment and reduce downtime.</p>	<p>A unique benefit to Lyngsoe installations, is that all Lyngsoe systems come with a comprehensive spare parts kit, which includes a wide variety of wear/use parts, and critical components. The spare parts kit will be left <u>on site</u> to provide coverage in the potential failure of a part. In addition, Lyngsoe stocks all required parts in MD, and will ship required parts next day air to remedy a part failure.</p>
<p>11. Proposer agrees that failure of Proposer to meet specified standards may result in termination of the service contract.</p>	<p>Lyngsoe Complies with this requirement.</p>
<p>12. The service agreement must be renewable on an annual basis.</p>	<p>Lyngsoe Complies with this requirement.</p>
<p>13. Warranty and service requirements apply to both standard and optional system components.</p>	<p>Lyngsoe Complies with this requirement.</p>
<p>14. The Proposer shall provide sample sales, software, and support agreements.</p>	<p>We have included these in the addendum.</p>



<p>15. Describe any penalties that will be assessed should any of the above guarantees not be met.</p>	<p>We have agreed to a 100% money back guaranty as part of this contract. Lyngsoe Systems stands behind every one of our installations, and is confident your satisfaction will not be an issue.</p>
<p>16. Proposer implements customer initiated enhancement requests. Describe enhancement request process.</p>	<p>Lyngsoe Systems has been a forward thinking AMH engine in the industry. At the base of us, we're a software company and the flexibility and customizations of what we can do with your AMH system and Library management is boundless. Right now, our customer initiated enhancement process is pretty simple: 1) You ask, 2) We quote, 3) We build and deliver. In short, we're capable to provide you lasting and dynamic solutions that can keep up with your ever-changing Library System.</p>

**Form H: Cost Worksheets**

**RFID Proposers:** Fill out one RFID Cost Worksheet for each proposed RFID system (do not include multiple options on one worksheet). Use the Optional Cost Worksheet to provide information about pricing for options not requested in the scope of work.

**AMH Proposers:** Fill out one AMH Cost Worksheet for each AMH system proposed at each location and for each alternative option proposed. Do not show multiple options on one worksheet. Use the Optional Cost Worksheet to provide information about pricing for components not requested in the scope of work.

**AMH Cost Worksheet: AMH Proposers MUST complete an AMH Cost Worksheet for each AMH Library listed below.**

**YES**  Proposer agrees that all unit prices will be valid for 365 days from contract signing.

NOTE Price excludes any and all required building modifications which are the responsibility of the Building Owner.

Price excludes any tax or local duties unless otherwise specified

Options pricing is only valid if purchased with the main system.

AMH PRICING SHEET FOR Fairfield Cordella				
Required Components	Vendor Description/Model Number (Units)	QTY	PRICE PER UNIT	EXTENDED PRICE
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 5 ErgoTrolley Destinations 1 ErgoCart Destination 1 Tote shelf / ErgoTrolley Destination	1	40,471.28	40,471.28
High Capacity Bins	ErgoTrolley	7	1,020.00	7,140.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	1	560.00	560.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	-
External Patron Return	LibraryMate 2100	2	18,876.65	37,753.30
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
TOTAL YEAR ONE COST				105,085.38
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>130,051.38</b>

<b>AMH PRICING SHEET FOR Fairfield Civic Center</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 7 ErgoTrolley Destinations 1 ErgoCart Destination 1 Tote shelf / ErgoTrolley Destination	1	70,655.57	70,655.57
High Capacity Bins	ErgoTrolley	9	1,020.00	9,180.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	1	560.00	560.00
Internal Patron Return	LibraryMate 1200	2	12,806.95	25,613.90
External Patron Return	LibraryMate 2100	1	18,876.65	18,876.65
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>144,046.92</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>169,012.92</b>

<b>AMH PRICING SHEET FOR JFK</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 7 ErgoTrolley Destinations 1 ErgoCart Destination 1 Tote shelf / ErgoTrolley Destination	1	65,007.88	65,007.88
High Capacity Bins	ErgoTrolley	9	1,020.00	9,180.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	1	560.00	560.00
Internal Patron Return	LibraryMate 1200	2	12,806.95	25,613.90
External Patron Return	LibraryMate 2100	1	18,876.65	18,876.65
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>138,399.23</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>163,365.23</b>

<b>AMH PRICING SHEET FOR Suisun</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 3 ErgoTrolley Destinations 1 ErgoCart Destination 1 Tote shelf / ErgoTrolley Destination	1	50,198.98	50,198.98
High Capacity Bins	ErgoTrolley	5	1,020.00	5,100.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	1	560.00	560.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	-
External Patron Return	LibraryMate 2100	2	18,876.65	37,753.30
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			Included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>112,773.08</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>137,739.08</b>

<b>AMH PRICING SHEET FOR Vacaville Cultural Center</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 7 ErgoTrolley Destinations 1 ErgoCart Destination 1 Tote shelf / ErgoTrolley Destination	1	64,309.75	64,309.75
High Capacity Bins	ErgoTrolley	9	1,020.00	9,180.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	1	560.00	560.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	-
External Patron Return	LibraryMate 2100	2	18,876.65	37,753.30
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>130,963.85</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>155,929.85</b>

<b>AMH PRICING SHEET FOR Vacaville Town Square</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 5 ErgoTrolley Destinations 1 ErgoCart Destination 1 Tote shelf / ErgoTrolley Destination	1	48,718.98	48,718.98
High Capacity Bins	ErgoTrolley	7	1,020.00	7,140.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	1	560.00	560.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	-
External Patron Return	LibraryMate 2100	2	18,876.65	37,753.30
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>113,333.08</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>138,299.08</b>



**AMH Libraries**

Library	Sorter Size and Sort Destinations <b>ONE RTS, INCREASE BINS</b>	External Patron Returns	Internal Patron Returns	Staff Inductions	Total Number High Capacity Bins Required	RTS Carts	Hold Slip Printer
Fairfield Civic Center	11-bin configured with (9) high capacity bins (1) RTS Cart and (1) Tote.	1	2	1	11	1	1
Fairfield Cordelia	7-bin configured with (5) high capacity bins (1) RTS Cart and (1) Tote.	2	0	1	7	1	1
John F. Kennedy	9-bin configured with (7) high capacity bins (1) RTS Cart and (1) Tote.	1	1	1	9	1	1
Suisun	5-bin configured with (3) high capacity bins (1) RTS Cart and (1) Tote.	2	0	1	5	1	1
Vacaville Cultural Center	9-bin configured with (7) high capacity bins (1) RTS Cart and (1) Tote.	2	0	1	9	1	1
Vacaville Town Square	7-bin configured with (5) high capacity bins (1) RTS Cart and (1) Tote.	2	0	1	7	1	1

For the purposes of each AMH Cost Worksheet, please assume that all patron inductions will feed directly into the sorter in the backroom (which will be on the backside of the patron inductions) and will not require a conveyor run.

All patron returns should be priced assuming the following features:

- RFID only (no barcode reader required)
- Counter (for placing items)
- Touch screen patron interface
- Exterior returns have an access door that opens in the presence of a library RFID-tagged item
- Exterior returns are lighted
- Exterior returns can be configured with a security camera

Sorter Size and Sort Destinations: The desired sorter size and how each sort destination will be configured are described. These configurations are preferred but not critical. The inability to

provide a sorter configuration exactly as described below will not in and of itself disqualify a Proposer.

- \* **High-Capacity Bins** refers to the standard receptacles offered by the Proposer that provide for the greatest number of items to be accumulated.
- \* **RTS Cart** refers to a sort destination that will be used for routing Holds. The RTS Cart will keep the items in the same order as the Hold Slips printing out on the nearby Hold Slip Printer. It is ideal if RTS carts can be un-parked from the sorter and used for shelving without unloading; however, whether SCL will use the RTS carts in this manner will depend on cost and features available. Sort destinations specified for RTS Carts should also be convertible to high-capacity bins to maximize total sorter capacity during closures.
- \* **Tote** refers to a sort location where an interlibrary delivery tote can be setup as a receptacle so that items going out via delivery do not require unloading from a bin. Ideally, tote destinations allow for easily adding totes to a stack. Sort destinations specified for totes should also be convertible to high-capacity bins to maximize total sorter capacity during closures.

**Optional Cost Worksheets**

Yes  Proposer agrees that all unit prices will be valid for 365 days from contract signing.

<b>OPTIONS PRICING SHEET</b>		
<b>PRODUCTS</b>	<b>VENDOR DESCRIPTION/MODEL NUMBER</b>	<b>PRICE PER UNIT</b>
Cost to add barcode capability on Patron Returns Tote	Barcode Scanner for patron return	3,701
Tote Carrler/Stacker/Indexer	ToteLift	6,584
RFID Tagging Conversion Station (per month rental cost)		

### **Form I: Mandatory and Optional Appendices**

Provide an index of the Appendices included in your proposal in Form F and then attach them as appendices to your proposal.

The following appendices are mandatory if applicable to your proposal:

1. A copy of the RFP must be included as Appendix 1 to this proposal (all Proposers)
2. Documentation requested in the General and Technical Requirements including (all Proposers):
  - Tag performance guarantee and related documentation
  - FCC Part 15 certificate showing compliance
  - CSA or UL Listings for staff workstations, self-service machines, security gates, patron inductions, staff inductions, and sorters
3. AMH Product Descriptions (AMH Proposers only) including:

- **Sorter Product Description**

Product Description of Sorter(s) included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state which model has been included for each library and state the specific model in the associated AMH Cost Worksheet.

### **DESCRIPTION OF THE SORTMATE™ 2000**

Lyngsoe's SortMate™ is a high-speed sorting system that is the brawn behind the Lyngsoe Systems Automated Material Handling system. This sorter has been specifically designed for libraries, and is the ideal solution for sorting a vast array of library materials. Items checked in using a LibraryMate® or Staff Induction™ are electronically tracked throughout the length of the SortMate™ and sent to the proper discharge location.

Lyngsoe has optimized the system controls so that items never stop on the sorter while other items are diverting. This allows for continuous flow from the LibraryMates®, higher throughputs, and longer life expectancy from your sorter drive components.

The SortMate's™ low profile and whisper-quiet operation will blend into your circulation room, not clutter it. The sorter features multiple transport belts for item stability and durability. Seated in between the transport belts are electrically actuated pop-up rollers that divert items to sort destinations on either side. Optional discharge configurations can accommodate auto-leveling ErgoTrolleys™, ErgoCarts™, Ergo Volumes™, media totes, or inter-library bulk tote containers.

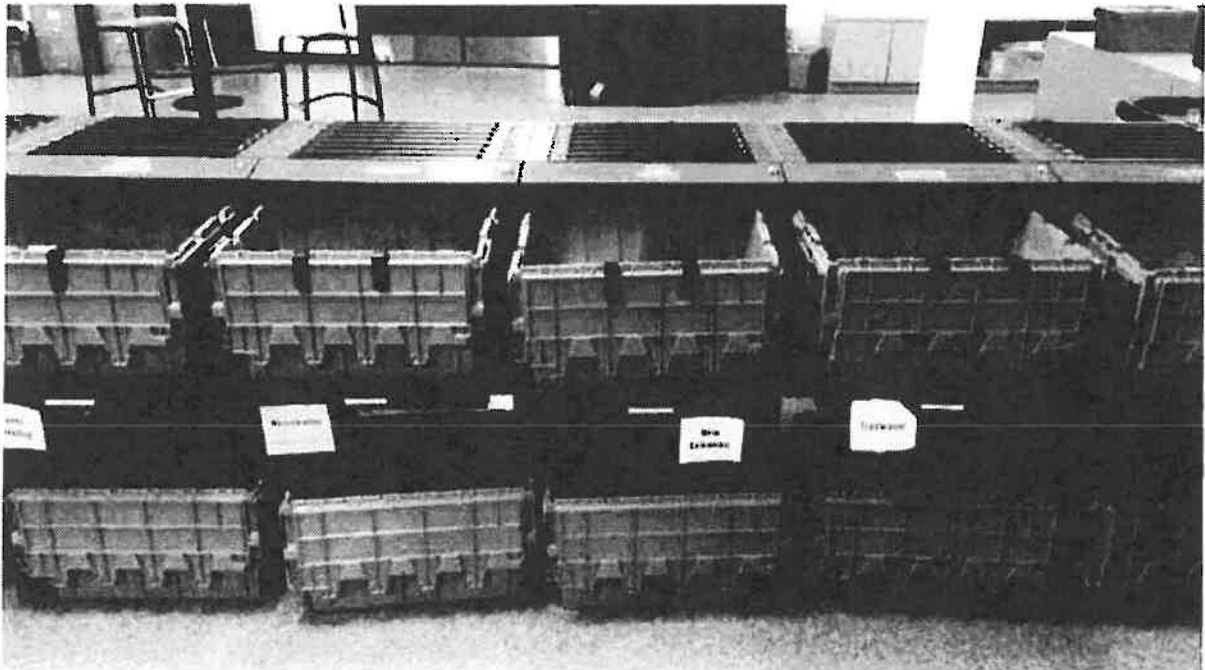


Figure 1- SortMate™ 2000 configuration for central sortation

### Technical Specifications – SortMate™ 2000

<b>Sorting capacity:</b>	>2,500 material units per hour
<b>Material dimensions:</b>	<p>Max: 400 x 300 x 100 mm (L x W x H) 15.8 x 11.8 x 4 inches (L x W x H)</p> <p>Min: 100 x 100 x 5mm (L x W x H) 2.6 x 2.6 x .1 inches (L x W x H)</p> <p>Max weight: 5 kg Min weight: 30 g</p>
<b>Material types that can be handled in the machine:</b>	Books, CD-ROMs, books with enclosures, talking books, video tapes, cassette tapes. Book-like material units containing cassette tapes / CDs.
<b>Requirements for materials:</b>	The bottom side of the item must be flat.
<b>Floor leveling:</b>	The floor where the sorting system is installed must not vary more than +/- 5 mm.

- **Interior Patron Return Product Description**

Product Description of Interior Patron Returns included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state which model has been included for each library and state the specific model in the associated AMH Cost Worksheet.

## **SYSTEM DESCRIPTION OF THE LIBRARYMATE® 1200 SELF CHECK-IN (INTERNAL UNIT)**

The LibraryMate® 1200 is the latest offering from the Lyngsoe LibraryMate® product line. This unit is wall mounted and has a very small form factor for use in high traffic areas

The LibraryMate® 1200 self-return-machine was designed specifically for the library market to be the centerpiece of your self-service initiative. Check-ins using the LM1200 provide secure transactions, assuring that the item presented to the barcode scanner or RFID reader, is the item that is being returned. The patron simply places the material to be returned on the belt, and the LM1200 completes the transaction. Utilizing sensors along the inside of the LM1200, the item is tracked and scanned on the inside of the tunnel. When the check in is complete, it is transferred to the SortMate 2000 module for sorting

With the capacity to handle over 1100 items per hour, library users no longer have to wait in long lines to return items. The feed opening will accommodate up to 99% of all library materials.

Benefits of the LibraryMate® 1200:

- Touchscreen for language selection or receipt options
- Sturdy shelf for patron use
- Height of shelf and opening can be configured to different set heights to accommodate all patrons or varying backroom elevations
- Optional receipt printer
- Optional Color selections available for shelf, and back plate (shown in green below)



Figure 2- LibraryMate 1200

• **Exterior Patron Return Product Description**

Product Description of Exterior Patron Returns included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state which model has been included for each library and state the specific model in the associated AMH Cost Worksheet.

**DESCRIPTION OF THE LIBRARYMATE® 2100 SELF CHECK-IN  
(EXTERNAL WALK UP UNIT)**

This unit is wall mounted and has a very small form factor for use in high traffic areas

The LibraryMate® 2100 self-return-machine was designed specifically for the library market to be the centerpiece of your self-service initiative with a robust façade so it can be installed on an exterior wall of your library. Check-ins using the LM2100 provide secure transactions, assuring that the item presented to the barcode scanner or RFID reader, is the item that is being returned. The patron simply opens the access door with a button press, or presenting a valid RFID tag to the external reader (optional), and then places the material to be returned on the belt, and the LM2100 completes the transaction. Utilizing sensors along the inside of the LM2100, the item is tracked and scanned on the inside of the tunnel. When the check in is complete, it is transferred to the SortMate2000 module for sorting

With the capacity to handle over 1200 items per hour, library users no longer have to wait in long lines to return items. The feed opening will accommodate up to 99% of all library materials.

### Benefits of the LibraryMate® 2100

- Touchscreen for language selection or receipt options
- Sturdy shelf for patron use
- Height of shelf and opening can be configured to different set heights to accommodate all patrons or varying backroom elevations
- Receipt printer
- Drive up or walk up access for patrons
- 24-hour access to check in and return materials
- Weather proof exterior
- Stainless steel construction
- Security window for use with library's existing security camera system
- Option for RFID activated door located in LibraryMate® shelf



Figure 3- LibraryMate 2100

### • Staff Induction Product Description

Product Description of Staff Induction included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state which model has been included for each library and state the specific model in the associated AMH Cost Worksheet. If a separate "staff induction" component is not necessary for the proposed solution, so state.

### DESCRIPTION OF THE LYGNSOE SYSTEMS ERGOSTAFF 1200 STAFF INDUCTION™

The Lyngsoe Systems Staff Induction™ automates and optimizes material processing for library staff. The Staff Induction™ quickly becomes the workhorse of your circulation room by rapidly and efficiently checking in branch transfers, new material, and any items that need to be sorted and returned to shelf.

With the capacity of up to 2000 items per hour; library staff will not have to perform time-consuming and repetitive check-in processes, library materials will be on the shelf quicker and back into the hands of your patrons.



Your library staff will interface with the Staff Induction™ via a user-friendly touch screen with a graphical interface. Barcodes or RFID tags are read quickly and communicated with your Integrated Library System, RFID security is enabled, backdating and hold slip printing can all happen automatically, and check-in statistics can be monitored remotely. The Staff Induction™ work surface is height adjustable between 30" and 37.5", ensuring an ergonomic work environment standing or sitting.

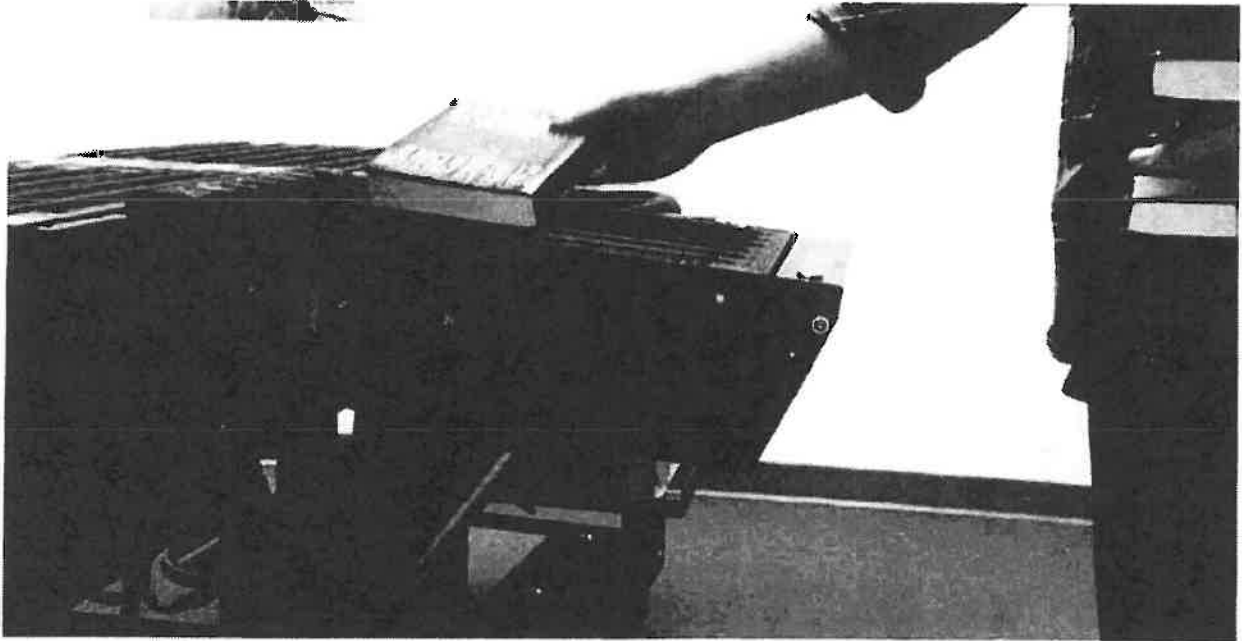


Figure 4- Lyngsoe ErgoStaff 1200

- **High Capacity Bin Product Description**

Product Description of High Capacity Bins included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state which model has been included for each library and state the specific model in the associated AMH Cost Worksheet.

#### **DISCHARGE TYPE – ERGOTROLLEY**

If your library sorts a large amount of items without emptying the book carts, Lyngsoe offers a trolley with extra capacity and a spring-loaded auto-leveling floor.

When items are sorted into the trolley, the bottom will lower incrementally. Chute full monitoring can take place by a photo cell transmitting a signal to the sorting system control when the book cart is full and a replacement cart required.

The trolley can be placed at either side of the sorting system or at the end of the SortMate™.



Figure 5-ErgoTrolley

**Technical Specifications**

<b>Book cart size:</b>	36.8 x 20.9 x 26.7 inches (L x W x H) 935 x 530 x 935 mm (L x W x H)
<b>Book cart weight:</b>	88.2 lbs. (40 kg)
<b>Maximum load:</b>	264.6 lbs. (120 kg)
<b>ErgoTrolley™ capacity of assorted books:</b>	250-300
<b>Items convenient for stacking into book carts:</b>	Books, books with enclosures, talking books, video tapes, cassette tapes, CDs, DVDs, newspapers, magazines and other items in “soft” covers. Book-like items, e.g. items containing cassette tapes/CDs

• **RTS Cart Product Description**

Product Description of Ready-to-Shelve (RTS) Carts included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state which model has been included for each library and state the specific model in the associated AMH Cost Worksheet.

Describe your system's ability to interchange Tote destination, RTS Carts with High Capacity Bins.

## DISCHARGE AND STACKING INTO ERGOCART™ BOOK CARTS

The ErgoCart™ is specifically designed to reduce the effort involved in re-shelving. Pairing the ErgoCart™ with the SortMate gives you the ability to quickly and efficiently return books to shelf. Each ErgoCart™ locks into place for sorting and automatically recharges its onboard power supply. As books are sorted to the ErgoCart™, the bottom shelf lowers minimizing the distance the next sorted item has to drop to the stack. This assures gentle handling of all items.

Once the ErgoCart™ is full, an indicator lamp is illuminated to indicate that the cart needs to be replaced. An ergonomic frame has been designed with low rolling resistance wheels to assure easy transport throughout the Library. Simple activation of a switch brings the bookshelf up to an ergonomic working height. This eliminates any unnecessary bending or lifting by the staff. With this type of discharge unit, the discharged items are stacked into specially designed book carts. The items are placed in the book cart with their backs showing outwards, so that when they are subsequently to be placed on the shelves, it is possible to read the item titles with the items still in the book cart.

The ErgoVolume is interchangeable with the ErgoCart in the docking station to provide additional capacity during closed hours, or peak periods.

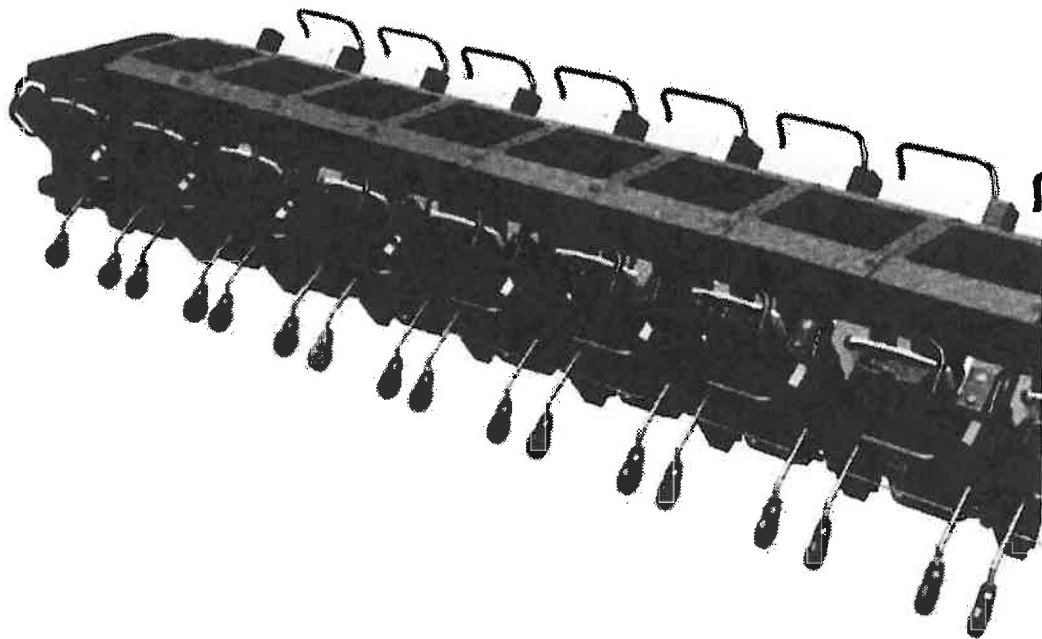


Figure 6- ErgoCart Chutes



Figure 7- Ergocart in docking station

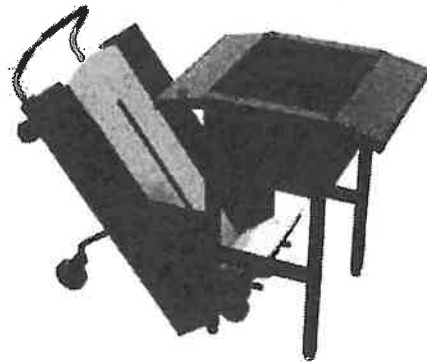


Figure 8- ErgoCart in docking station

**Technical Specifications, Ergo-Cart™ Book carts**

<b>Max height of book stack:</b>	27.6" (700 mm)
<b>Book cart weight:</b>	60.8 lb. (23.5 kg)
<b>Maximum load on book cart:</b>	110.2 lb. (50 kg)
<b>Items convenient for stacking into ErgoCart™ book carts:</b>	Books, books with enclosures, talking books, video tapes, book like materials containing cassette tapes/CDs

**Technical Specifications, Ergo-Volume™ Book carts**

<b>Dimensions of ErgoVolume:</b>	910mm x 410mm x 890mm
<b>Book cart weight:</b>	88 lb. (40 kg)
<b>Capacity:</b>	80 – 100 items
<b>Items convenient for stacking into ErgoVolume™ book carts:</b>	Books, books with enclosures, talking books, video tapes, book like materials containing cassette tapes/CDs

• **Tote Carrier/Tote Shelf/Index Tote Product Description**

Product Description of sort destination designed for interlibrary delivery totes included in AMH Cost Worksheets. If more than one model is specified for the system, clearly state

which model has been included for each library and state the specific model in the associated AMH Cost Worksheet.

State whether the Library can use their existing delivery totes.

Describe your system's ability to interchange Tote destination, RTS Carts with High Capacity Bins.

## TOTELIFT



Figure 9- ToteLift

The ToteLift is a high capacity lift to assist staff removing heavy totes from the SortMate 2000 sorter.

### Features:

- Continuous lifting chain provides two vertical travel speeds both up and down
- Smooth starts and stops
- Totes are centrally and evenly distributed over all 4 wheels for maximum stability
- Push-button remote control is mounted conveniently on the handle and has a coiled cord for remote operation
- Ball bearing wheels roll easily on all surfaces
- Oversized ergonomic "sponge grip" handle provides operator comfort and a variety of grip options
- Push-button remote control is mounted conveniently on the handle

- Remote control has a coiled cord for remote operation
- On-board charger provides quick battery recharging

#### **4. OPTIONAL APPENDICES**

The Library has been fairly specific about the types of equipment desired, how many of each item and how the systems should work. However, we would like to hear from Proposers about solutions we may not have considered or suggestions you might have to improve upon what we've envisioned.

Any such recommendations or options that differ from what has been requested should be included in a separate appendix. Each option should clearly delineate all costs associated with that option and include an explanation of the benefits over the Proposer's primary proposal.

We have configured our equipment based on the information in this RFP, and also valuable data discussed at the on-site inspections. We feel we are proposing the best layout to give you the best functionality, best accessibility without excessive construction costs, and best use of the equipment. As you can see from the variation of layouts, our equipment is highly configurable, and adjustments can be made due to unforeseen conditions. We will always work closely with you to assure the optimum use of the equipment for staff.

**Form J: Acknowledgement of County Contract**

Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (EXHIBIT I— County Standard Contract) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.

Lyngsoe Systems acknowledges we have reviewed the County of Solano Standard Contract and as accepted it.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. COMPENSATION**

The County shall pay Contractor the following:

Total Compensation under this Contract shall not exceed \$785,697 for the services and materials detailed in Exhibit B-1. This amount includes sales tax at a rate of 8.375%, which is not included in the costs listed in Exhibit B-1.

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor an amount not to exceed \$785,697 as follows:

For each installation site, Contractor will invoice:

- a. 20% of branch installation cost at time of Library approval of installation engineering drawing.
- b. 30% of branch installation cost at time of delivery of equipment
- c. 20% of branch installation cost at completion of installation and beneficial use
- d. 30% of branch installation cost at time of final acceptance. Final acceptance is defined as completion of all training, installation tests, and after all mechanical and electronic components have operated 24/7 without patron-induced issue for at least 14 days after installation.
  
- e. Year 2-5 costs for extended warranty on each installation are due each year on the anniversary of the payment of the final installation.

County will endeavor to remit payment on all invoices within thirty (30) days of the due date.



**AMH Cost Worksheet: AMH Proposers MUST complete an AMH Cost Worksheet for each AMH Library listed below.**

**YES**  Proposer agrees that all unit prices will be valid for 365 days from contract signing.

**NOTE: Price excludes any and all required building modifications which are the responsibility of the Building Owner.**

**Price excludes any tax or local duties unless otherwise specified**

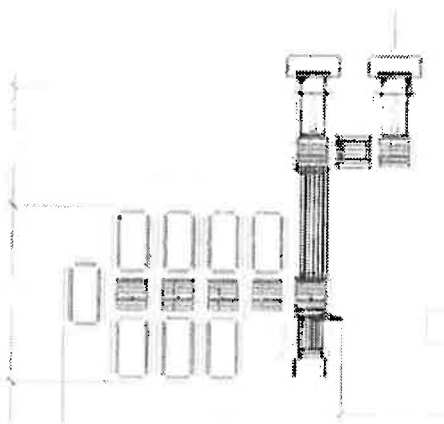
**Options pricing is only valid if purchased with the main system.**

AMH PRICING SHEET FOR Fairfield Cordella 20171127				
Required Components	Vendor Description/Model Number (Units)	QTY	PRICE PER UNIT	EXTENDED PRICE
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 5 ErgoTrolley Destinations 1 ErgoCart Destination	1	25,445.63	25,445.63
High Capacity Bins	ErgoTrolley	5	1,020.00	5,100.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	0	560.00	0.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	0.00
External Patron Return	LibraryMate 2100	1	18,876.65	18,876.65
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>68,583.08</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>93,549.08</b>

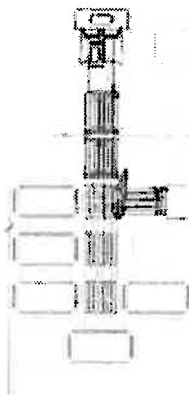


<b>AMH PRICING SHEET FOR Fairfield Civic Center 20171127</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 9 ErgoTrolley Destinations 1 ErgoCart Destination	1	55,716.07	55,716.07
High Capacity Bins	ErgoTrolley	10	1,020.00	10,200.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	0	560.00	0.00
Internal Patron Return	LibraryMate 1200	2	12,806.95	25,613.90
External Patron Return	LibraryMate 2100	0	18,876.65	0.00
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>110,690.77</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>135,656.77</b>

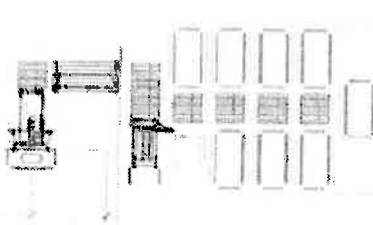
<b>AMH PRICING SHEET FOR JFK 20171127</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 8 ErgoTrolley Destinations 1 ErgoCart Destination	1	57,167.61	57,167.61
High Capacity Bins	ErgoTrolley	8	1,020.00	8,160.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	0	560.00	0.00
Internal Patron Return	LibraryMate 1200	2	12,806.95	25,613.90
External Patron Return	LibraryMate 2100	0	18,876.65	0.00
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>110,102.31</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>135,068.31</b>



AMH PRICING SHEET FOR Subsun 20171127				
Required Components	Vendor Description/Model Number (Units)	QTY	PRICE PER UNIT	EXTENDED PRICE
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 5 ErgoTrolley Destinations 1 ErgoCart Destination	1	39,441.78	39,441.78
High Capacity Bins	ErgoTrolley	5	1,020.00	5,100.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	0	560.00	0.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	0.00
External Patron Return	LibraryMate 2100	1	18,876.65	18,876.65
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>82,579.23</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>107,545.23</b>





<b>AMH PRICING SHEET FOR Vacaville Cultural Center 20171127</b>				
<b>Required Components</b>	<b>Vendor Description/Model Number (Units)</b>	<b>QTY</b>	<b>PRICE PER UNIT</b>	<b>EXTENDED PRICE</b>
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 conveyance 8 ErgoTrolley Destinations 1 ErgoCart Destination	1	54,416.40	54,416.40
High Capacity Bins	ErgoTrolley	8	1,020.00	8,160.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	0	560.00	0.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	0.00
External Patron Return	LibraryMate 2100	1	18,876.65	18,876.65
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
<b>TOTAL YEAR ONE COST</b>				<b>100,613.85</b>
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>125,579.85</b>




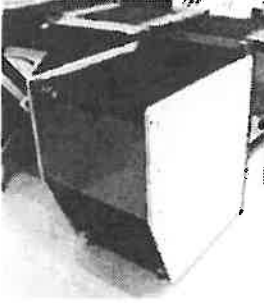
AMH PRICING SHEET FOR Vacaville Town Square 20171127				
Required Components	Vendor Description/Model Number (Units)	QTY	PRICE PER UNIT	EXTENDED PRICE
Sorter (describe number sort destinations and description of receptacles at each sort destination)	SortMate 2000 6 ErgoTrolley Destinations 1 ErgoCart Destination	1	58,457.16	58,457.16
High Capacity Bins	ErgoTrolley	6	1,020.00	6,120.00
RTS Carts	ErgoCart	1	1,572.50	1,572.50
Hold Slip Printer	Hold Slip Printer	1	400.00	400.00
Tote and/or Tote Holders/Carriers	ToteShelf	0	560.00	0.00
Internal Patron Return	LibraryMate 1200	0	12,806.95	0.00
External Patron Return	LibraryMate 2100	1	18,876.65	18,876.65
Staff Induction	ErgoStaff 1200	1	10,688.30	10,688.30
Receipt Printers (for each patron returns)			included	
Other (please add lines as needed)	On-Site Spare Part kit		included	
Installation		1	3,000.00	3,000.00
Shipping		1	2,500.00	2,500.00
Training		1	1,000.00	1,000.00
Support			included	
Hardware and Software Maintenance			included	
TOTAL YEAR ONE COST				102,614.61
Hardware and Software Maintenance (subsequent years)		1	24,966.00	24,966.00
<b>TOTAL COST OVER FIVE YEARS:</b>				<b>127,580.61</b>



<p><b>System accessories</b></p> <p><u>Ergo Trolley™ STANDARD</u></p> <ul style="list-style-type: none"> <li>Qty (1) Ergo Trolley™ Auto Level Trolley 36.8: L x 20.9" W x 34" H</li> </ul>			
		<b>Option price</b>	<b>\$1,020 USD</b>

<p><b>System accessories</b></p> <p><u>Ergo Trolley™ SMALL</u></p> <ul style="list-style-type: none"> <li>Qty (1) Ergo Trolley™ Auto Level Trolley 23.6" L x 20.9" W x 34" H</li> </ul>			
		<b>Option price</b>	<b>\$1,000 USD</b>

<p><b>System accessories</b></p> <p><u>Ergo Trolley™ LARGE</u></p> <ul style="list-style-type: none"> <li>Qty (1) Ergo Trolley™ Auto Level Trolley 36.8" L x 28.7" W x 34" H</li> </ul>			
		<b>Option price</b>	<b>\$1,400 USD</b>

<p><b>System accessories</b></p> <p><u>ErgoBox Powered destination</u></p> <ul style="list-style-type: none"><li>• Qty (1) ErgoBox sort destination</li></ul>		
	Option price	\$4,253USD



**Optional Cost Worksheets**

Yes  Proposer agrees that all unit prices will be valid for 365 days from contract signing.

<b>OPTIONS PRICING SHEET</b>		
<b>PRODUCTS</b>	<b>VENDOR DESCRIPTION/MODEL NUMBER</b>	<b>PRICE PER UNIT</b>
Cost to add barcode capability on Patron Returns	Barcode Scanner for patron return	3,701
Tote		
Tote Carrier/Stacker/Indexer	ToteLift	6,584
RFID Tagging Conversion Station (per month rental cost)		

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval shall be sought from the County prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. REPRESENTATIONS**

A. County relies upon Contractor's professional ability and training as a material inducement

to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## 7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

### B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |   |   |   |
|---|---|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |             |   |
|-----------------------------|-------------|---|
| (1) Cyber Liability:        | \$1,000,000 | per incident with the aggregate limit twice the required limit.   |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

**8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## 11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## 12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### 13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR 200, as currently enacted or as may be amended throughout the term of this Contract.

### 14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### 15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.



**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## 27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## 28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## 30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

## 31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## 32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made

available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.