



City of Grand Island

Tuesday, September 22, 2009

Council Session

Item G14

**#2009-239 - Approving Purchase Agreement for SelfCheck
Machine Self Pay Components with SirsiDynix**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: September 22, 2009

Subject: Approving Purchase Agreement for SelfCheck Machine Self Pay Components with SirsiDynix

Item #'s: G-14

Presenter(s): Steve Fosselman, Library Director

Background

Through previous City Council approval, the Grand Island Public Library has been contracting with SirsiDynix (formerly Dynix) since 1993 on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items. Since that initial contract, our library has periodically received City Council approval for various 3M system components such as SelfCheck machines certified and configured to work with the SirsiDynix software.

Discussion

Timely automation system enhancements to our library's SelfCheck capabilities are necessary to continue improving our efficiency through effective use of technology. At this time our SelfCheck machines constitute 60-65% of our checkouts. Through field hardware/software upgrades of these machines, even greater efficiency can be gained by allowing self-payment of fines and fees. Many desired self-service transactions are currently redirected to our staffed service desks because of the need to make payments. By adding bill/coin and debit/credit payment options to SelfCheck machines in each of the three major areas of the library, patrons can perform this routine task without staff intervention which frees up employees' time to assist patrons in other ways. We anticipate that ease of payment in this fashion will also result in increased revenues.

Purchase of these components in the amount of \$26,508 through SirsiDynix assures they are certified and configured to work with the SirsiDynix software, and provides consistent analysis of potential future transportability of these and previously-installed components to an open source integrated library system being analyzed through the library's Council-approved affiliation with the Pioneer Library Consortium. Because

these components are directly linked to SirsiDynix's database server, purchasing through SirsiDynix assures the library of consistent maintenance service regardless of the source of the problem, and discounts have been negotiated with SirsiDynix based on previous purchases.

This is a budgeted expense in the library's account 10044301-85620, which has a current balance of \$35,000 for automation enhancements.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this Purchase Agreement in the amount of \$26,508 for SelfCheck Machine Self Pay Components with SirsiDynix.

Sample Motion

Move to approve this Purchase Agreement in the amount of \$26,508 for SelfCheck Machine Self Pay Components with SirsiDynix.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer listed in the signature block below ("**Customer**"). The above parties agree to the following.

1. SERVICES.

1.1 Statement of Work. SirsiDynix will perform the mutually agreed upon services for Customer described in one or more quote or statement of work ("**SOW**") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Agreement, in the event of a conflict between the terms of this Agreement and the terms of a SOW, the terms of this Agreement shall prevail.

"Quote" means Quote #_GIPL 3M FinesFees 91509, and/or the document executed by the parties specifically referencing this Schedule, which contains Customer's order specific information, including description of Software and Maintenance ordered, License Metrics and associated fees and payment terms.

1.2 Change Orders. Either Party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the services or deliverables, and the effect, if any, on the time of performance and on the fees owed to SirsiDynix, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

1.3 Estimated Costs. Unless otherwise expressly stated in the applicable Quote or SOW, Professional Services shall be provided on a time and materials ("T&M") basis at SirsiDynix's T&M rates in effect at the time the Professional Services are performed. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Customer's budgeting and SirsiDynix's resource scheduling purposes and not a guarantee that the work will be completed for that amount.

1.4 Delays/Costs Overruns. In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones, fees and date(s) set forth in the Quote shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions above.

2. PROJECT MANAGEMENT.

2.1 Responsibility. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing the Services.

2.2 Cooperation. Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time. Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services.

SirsiDynix shall be entitled to rely on all decisions and approvals of Customer.

2.3 Subcontractors. SirsiDynix may subcontract or delegate any work under any SOW to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance, acts and omissions of any such subcontractors.

2.4 Customer Data. Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional charges will apply.

2.5 Remote Access. For installation of the System, Customer shall ensure that SirsiDynix's assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. "**System**" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

The Authorization for Data Release form attached hereto may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

3. LICENSE AND OWNERSHIP.

3.1 Ownership. All intellectual property rights including all copies thereof in any SirsiDynix products and the results of the services including (without limitation) all deliverables and all Intellectual Property embodied herein shall, subject to Section 3.2 below, vest solely and absolutely in SirsiDynix or its licensors.

3.2 Limited License. SirsiDynix grants Customer, upon full payment of the applicable fees and charges, a personal, nontransferable, nonexclusive, irrevocable license to use the deliverables solely for its own internal business needs.

4. TERMINATION.

Where the non-breaching Party has a right to terminate this Agreement, the non-breaching Party may, at its discretion, either terminate this Agreement, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables shall be delivered to Customer. Upon SirsiDynix's receipt of a notice of termination, SirsiDynix shall cease and shall cause any agent or subcontractor to cease all work under, the applicable SOW and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Customer. Except as may be expressly set forth in the applicable SOW, after such termination, Customer shall pay SirsiDynix fees for services performed to the date of termination on a time and materials basis together with any expenses reasonably incurred in connection therewith. The parties obligations under this section and Section 3 of this Agreement shall survive any termination of this Agreement.

File: _____

SirsiDynix Confidential

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The Effective Date of this Agreement shall be _____.

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed by their duly authorized representatives as identified below.

Edith Abbott Memorial Library

Authorizing Signature	
Name	
Address	
Title	
Date	

SirsiDynix

Authorizing Signature	
Name	
Address	
Title	
Date	



David Tuttle, MLS

Senior Marketing Consultant : RFID & Self Check

Office : 800-288-8020 x5410

Direct: 801-492-3920

Cell : 801-691-8318

Email : david.tuttle@sirsidynix.com

Grand Island Public

Quote # [GIPL 3M FinesFees 91509](#)

Zone # 2

Issued 9/15/2009

Expires 11/14/2009

Prices include product, installation and first 15 mo. support and maintenance.



Qty	Description	Unit Price	Extended Price	Annual Maint	Unit Maint
3M - RFID					
	8410 Self-Check Options				
3	Fines & Fees Payment BASIC&FLEXIBLE Field Upgrade <i>Includes software, card swipe, coin/bill acceptor. Annual subscription fee of \$995 required after year 1. NOTE: Card Cash & Coin Payment.</i>	8,766.00	26,298.00	2,985.00	995.00
	Total Price		26,298.00		
	Shipping		210.00		
	Grand Total		26,508.00		
	Estimated Annual Maintenance Contract After Year 1		2,985.00		
	<i>All information contained within this document is confidential and may not be shared with anyone outside of the institution to which it has been issued. Failure to comply will result in nullification of this quotation and all pricing listed therein.</i>				

R E S O L U T I O N 2009-239

WHEREAS, the Grand Island Public Library has contracted with SirsiDynix (formerly Dynix) since 1993 on a variety of automation system needs, including installation of hardware and software to operate the automated circulation of items; and

WHEREAS, timely automation system enhancements to the library's SelfCheck capabilities are necessary to continue improving library efficiency through effective use of technology; and

WHEREAS, through field hardware/software upgrades of these machines, even greater efficiency can be gained by allowing self-payment of fines and fees, which frees up employees' time to assist patrons in other ways.

WHEREAS, purchasing of these automation system enhancements through SirsiDynix is recommended to assure consistent maintenance with SirsiDynix equipment that is directly linked to the SirsiDynix database server, and provides consistent analysis of potential future transportability of these and previously-installed components to an open source integrated library system being analyzed through the library's Council-approved affiliation with the Pioneer Library Consortium.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of SelfCheck Machine Self Pay Components at the Grand Island Public Library from SirsiDynix (formerly Dynix) in the amount of \$26,508.00 is hereby approved; and the Mayor is hereby authorized and directed to execute such Purchase Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on September 22, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk