

CS-13-23

RECEIVED

CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
<u>CM1012-A5</u>

2013 SEP -5 PM 12: 24

CONTRACTOR INFORMATION

Name: COMPRISE TECHNOLOGIES

Address: 1041 ROUTE 361 WEST NAVESINK NJ 07752
City State Zip

Contractor's Administrator Name: Daniel Curtin/Diane Weinberger Title: President/Sales Rep

Tel#: 800-854-6822 Fax#: 732-291-3699 Email: diane@comprisetechologies.com

CONTRACT INFORMATION

Contract Name: SAM, SMM, Service Agreement Contract Contract Value: \$3,938.00

Brief Description: Renewal of existing Software License Contract

Contract Dates 12/4/12 to 12/4/13 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM1012-A3 Increase Amount of Existing Contract: _____ No Increase

New Contract Dates 12/4/13 to 12/4/14 TOTAL OR AMENDMENT AMOUNT: \$3,938.00

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 8/28/13
Department Head Signature Date

01711571-549000
Funding Source/Acct #

2. [Signature] 9/13/13
Contract Management Date

3. [Signature] 9-16-13
Office of Management & Budget Date

4. [Signature] 9/20/13
County Attorney (approved as to form only) Date

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 9/20/13
Ted Solby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

2013 SEP 6 PM 2: 23

CONTRACT MANAGEMENT

RECEIVED

- Clerk's Services; Contractor (original or certified copy)
- Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED
COUNTY MANAGERS
OFFICE
13 SEP 13 PM 12: 28

RECEIVED
COUNTY MANAGERS
OFFICE
13 SEP 20 AM 11: 34

RECEIVED
CONTRACT MANAGEMENT
2013 SEP 23 PM 12: 53

EXHIBIT G.
FORM OF ADDENDUM
LICENSE AMENDMENT

Upon execution by both parties, the License And Service Agreement, (Agreement), by and between Comprise Technologies, Inc, (Comprise) located at 1041 Route 36, PO Box 425, Navesink, New Jersey 07752 and the Licensee listed below is hereby amended as follows:

Licensee: Nassau County Public Library

Address: 25 North 4th Street

City, State, Zip Code: Fernandina Beach, FL 32034

Description of Amendment: Comprise Renewal for SAM (Smart Access Manager) and SMM (Smart Money Manager) Software Licensing and Support

Comprise Renewal scheduled for 12/4/13. The renewal period is: 12/4/13 – 12/4/14.

Contract Renewal Cost for SAM Software \$3,113 and Smart Money Manager \$825:

Initial Cost of Amendment: \$3,938

Initial Cost Payment Due Date: 12/4/13

Annual Renewal Cost of Amendment: \$3,938

Annual Renewal Payment Due Date: on the next renewal cycle which is 12/4/13

Entire Addendum; Amendment

This Addendum constitutes the entire amendment of the Agreement between the parties and shall supersede and merge all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof.

COMPRISE TECHNOLOGIES, INC.
1041 Route 36 West
PO Box 425
Navesink, New Jersey 07752

Board of County Commissioners
Nassau County Public Library
25 North 4th Street
Fernandina Beach, FL 32034

By: *Daniel Curtin*

By: *Ted Selby*

Print Name: Daniel Curtin

Print Name: *Ted Selby*

Title: President

Title: *County Manager*

Date: *8-26-13*

Date: *9/20/13*

**Nassau County Board of County Commissioners
Sole Source/Single Source Certification Form**

Vendor Name: COMPRISE TECHNOLOGIES Department: NCPLS
Address: 1041 Route 361 West Department Head Signature: _____
Navesink, NJ 07752
Phone: 800-854-6822 Date: August 28, 2013
Contact Name: Diane Weinberger/Daniel Curtin
Account: 01711571-549000 Cost: \$3,938.00

Description of Commodity:
SOFTWARE LICENSE RENEWAL & SUPPORT FOR SMART MONEY MANAGER &
SMART ACCESS TIME MANAGEMENT

Check one (1) of the following two (2) choices:

XX Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- XX Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Comprise is the sole proprietor of the SAM and SMM software and the only company that can support their product.

Approval:


County Manager

9/20/13
Date



Comprise Technologies, Inc.
1041 Route 36, P.O. Box 425
Navesink, NJ 07752
Voice: 800.854.6822
Fax: 732.291.3699

Empowering Patrons – Liberating Librarians

Ms. Claire Shepherd
Nassau County Public Library System
25 North 4th Street
Fernandina Beach, FL 32034

July 19, 2013

Sole Source Certification

Comprise Technologies, Inc. (Comprise) is pleased to submit this document in support of sole source consideration of **Smart Money Manger (SMM)**, our Staff Controlled and Automated Point of Sale Cash Handling System for Patron payment for staff use, by the Library.

Comprise is the only company that offers this product as described herein.

Comprise is the sole developer of **Smart Money Manger** software. We customize the application source code to meet the configuration requirements of each customer. Since Smart Money Manger is proprietary software by Comprise we are the only vendor that can support the product as well. The library receives, 24 x7 support and has access to all available upgrades at no additional cost other then their annual support renewal costs.

Product Description:

Smart Money Manger is a staff networked point of sale payment processing solution. **Smart Money Manger** is used by library staff to streamline the payments of patron transactions such as library fines, DVD rentals, merchandise purchases as well as adding funds to a patron's SAM account.

The library can purchase the expansion to the web when they are ready to accept credit/debit card payments. This too can be handled through Smart Money Manger.

Product Features Available Solely Through **Smart Money Manger:**

- SMM** is the only Point of Sale product that enables the library to integrate with SAM Software
- SMM** is the only Point of Sale product that integrates with SIRSI to the individual line item detail for fines.
- SMM** is the only Point of Sale System that can be centrally managed through the web for all locations.
- SMM** is the only Point of Sale System that meets PCI Standards (Payment Card Industry)

The information contained herein is submitted in support of sole source consideration. Comprise is the only company that offers this product as described herein. To the best of the knowledge and belief of Comprise this information is true, correct, and complete.

Please let us know if additional information is necessary. We look forward to the opportunity to serve your Library.

Sincerely,

Dan Curtin
President
Comprise Technologies, Inc.



1041 Route 36
PO Box 425
Navesink, New Jersey 07752
732-291-3600
Fax:732-291-3699

July, 19, 2013

Ms. Claire Shepherd
Nassau County Public Library
25 North 4th Street
Fernandina Beach, FL 32034

RE: Sole Source

Dear Claire,

This letter confirms that the Comprise Technologies, Inc. product, SAM (Smart Access Manager) is available only through direct sale by our company.

In addition, since SAM is proprietary software developed and supported by Comprise, we also are the only company that can support our proprietary product based on an annual renewal cost. Our customers get 24 x 7 support and are entitled too all new version releases known as upgrades at no additional cost, for software that has been licensed.

We do not market through dealers, resellers, or other product distributors.

Sincerely,


Daniel Curtin
President



Renewal Quote

August 5, 2011

Smart Access Manager (SAM)

Nassau County Library System
Florida

Sales Representative: Diane Weinberger
Email: dianew@comprisetechologies.com

Annual Comprise Software
and Hardware Renewal 12/4/2012

SAM Software License, Renewal 12/04/12			
I. SAM Annual Software License & Technical Support	\$3,113	1	\$3,113
II. Smart Money Manager Staff Point of Sale	\$825	1	\$825
Total for Comprise Renewal 12/4/12 - 12/4/13			\$3,938

- Notes:
1. Cancelled Bluesocket and Wireless Authentication - Paid by Donation but Reduction was : \$1800
 3. If a PO is generated send PO to Camille at 732-291-3699
 4. Quote valid for 30 days.
 5. Invoice will be issued at the appropriate time





Quote for:

Nassau County Public Libraries

EnvisionWare

*Quote from
another firm*

Prepared by:
Bill Routt
Sales Market Consultant, Central
Region
SirsiDynix

Quote Date: November 19, 2012

Quote Valid Until: October 29, 2013

This quote is hereby fully incorporated into the Master Agreement.

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Quote Information

General

ENVISIONWARE SUITE FIRST BUILDING BUNDLE - Time and Print Management Suite - Incorporates PC Reservation and LPT:One Building Bundles for the first building in your system. ** PC Reservation (PCR) First Building License ** LPT:One (LPT) First Building License ** Central Management

\$1,995

ENVISIONWARE SUITE ADDITIONAL BUILDING BUNDLE - Time and Print Management Suite - Incorporates PC Reservation and LPT:One Building Bundles for additional buildings in your system after the first. ** PC Reservation (PCR) Additional Building License ** LPT:One (LPT) Additional Building License ** Central Management

4 at \$695 \$2,780

ENVISIONWARE SUITE CLIENT PACKAGE - TIER 100 - 249 Time and Print Management component for public computers. Incorporates all of the functionality of PC Reservation and LPT:One Clients. ** LPT:ONE ENT Client - Print management software installed on each public computer that counts pages, calculates costs, discards unwanted print jobs locally (saves network bandwidth), displays information to the user ** PCR-ENT Client - PC Reservation Client Licenses are installed on each public computer. Clients control access, manage time, issue warnings, and perform other tasks at the Client according to instructions sent from the Management Console.

107 clients at \$48.60 \$5,200.20

ENVISIONWARE AUTHENTICATION AND ACCOUNTING MODULE (AAM) ENTERPRISE EDITION BUNDLE - Package includes: ** AAM ENTERPRISE EDITION LICENSE - A collection of added services that extend the functionality of many EnvisionWare products with the use of an external datasource. ** AAM Web Query - A suite of PHP scripts that provide web-based reporting, cash reconciliation, and staff and user query of balances and other online AAM data. ** Central Management

\$3,995

ENVISIONWARE COLLABORATIVE PROJECT SERVICES -- PER BUILDING An EnvisionWare Implementation Consultant will collaborate with you and your team on the development of a strategy that ensures optimal use of your EnvisionWare technology investment. ** Price includes installation of all products ordered or guidance to install all items that are ordered as part of a single project/trip on a per building basis. EnvisionWare experts work in concert with one or more members of your team. EnvisionWare generally installs management or host components and trains customers in the deployment of Client modules. ** The Project begins with a Launch Webinar to introduce representatives from your team and ours. In the Launch discussion we will collaborate on project goals, schedule, and milestones. **

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Quote Information

A Statement of Work (SOW) will be developed collaboratively which defines the responsibilities of EnvisionWare and your staff and which establishes the criteria that define your acceptance of the solution. ** The Implementation Consultant will provide training as defined in your Statement of Work (SOW). ** The Consultant will assist you in a transition from implementation to Support. For new customers, training will be provided on use of the EnvisionWare Customer Center. ** You will be asked to perform an online acceptance according to the criteria jointly outlined in the SOW. ** A Post Installation Review will be delivered electronically that summarizes the accomplishments and any outstanding issues. ++ This price does not include any of the fixed travel costs (Continental US) or billed expenses (Outside USA) items when onsite services are requested.

2 at \$1,000 \$2,000

TOTAL \$15,970.20

First year maintenance included in purchase price

Ongoing maintenance is 17% of the software total in the quote.
\$13,970 @ 17% \$2,374.93

This quote is hereby fully incorporated into the Master Agreement.

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Purchase Details

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Year 1	Year 2
Other Third Party Products	15,970.20	-
Total	15,970.20	0

Initial Term: Three (3) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 7% annual price increase cap until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

The above price increase cap covers all Customer's active assets on Maintenance. However, SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services by more than 10% in a given calendar year.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

This quote is hereby fully incorporated into the Master Agreement

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Component Descriptions

Other Third Party Products

EnvisionWare Services as per quote

EnvisionWare Software as per quote

(Maintenance billed by EnvisionWare on anniversary of purchase.)

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Terms and Conditions

Other Terms

SirsiDynix may add and/or substitute equivalent products for any third party items in the event of product unavailability, Software requirements and/or model number changes.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

Payment Terms

The term of any quoted products is for no less than three (3) years and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance. Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Third Party Products/Software license fees

- 100% due upon installation of third party products/software on Customer's system

**Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This quote is hereby fully incorporated into the Master Agreement

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Terms and Conditions

Customer Signature:

Nassau County Public Libraries

By:

(Authorized Signature)

Printed Name:

Title:

Date:

Billing Address:

Nassau County Public Libraries
76347 Veterans Way Suite 4000
Yulee
Florida 32097
United States

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