

**MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

FEBRUARY 25, 2019, 7:00 P.M.

1. Proclaim March Colorectal Cancer Awareness Month in the City.
2. Presentation of the annual financial and compliance audit of the City as and for the year ended September 30, 2018.
3. Proclaim March Certified Government Financial Manager Month in the City.
4. Approval of the minutes of the February 11, 2019, regular meeting of the City Council.
5. Consideration: Resolution awarding the bid for the purchase of a radio-frequency identification (RFID) system for the Library.
6. Consideration of an ordinance restricting left turns from Elm Street into the alley located between Elm Street and Main Street weekdays during specified hours.
7. Public hearing: Consideration of an ordinance amending Chapter X of the City Code regarding permitted uses in the Professional District zoning classification.
8. Announcement: The next regular meeting of the City Council will be March 11, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Comments from residents.
10. Adjourn.

Colorectal Cancer Awareness Month

WHEREAS, colorectal cancer is the second most common cause of cancer deaths for men and women in Alabama and the lifetime risk of being diagnosed with cancer of the colon or rectum is 5.5 percent for men and 5.1 percent for women in the United States;

WHEREAS, the vast majority of colon cancer deaths can be prevented through proper screening and early detection and if 80 percent of adults were screened for colon cancer, 203,000 fewer people will die by 2030;

WHEREAS, the survival rate of individuals who have colorectal cancer is 90 percent when detected in the early stages versus only a 10 percent survival rate when colorectal cancer is diagnosed after it has spread to other organs;

WHEREAS, the American Cancer Society estimates 2,330 cases of colorectal cancer will be diagnosed in Alabama this year and 930 people will die from the disease, and deaths from colorectal cancer occur disproportionately among those who are underserved or underinsured;

WHEREAS, when detected early the five-year survival rates for colon cancer is 90%; however, only 39% of colorectal cancers are diagnosed at this stage, mostly due to low rates of screening;

WHEREAS, greater awareness of colon cancer and the means to prevent it could save the lives hundreds of Alabamians every year because colorectal cancer is preventable, treatable, and beatable in most cases; and

WHEREAS, observing a “Go Blue Day” for Colorectal Cancer Awareness would provide a special opportunity to offer education on the importance of early detection and screening.

NOW, THEREFORE, I, Stewart Welch III, Mayor of the City of Mountain Brook, Alabama, recognize the importance of colorectal screenings and hereby proclaim March 2019, as

“COLORECTAL CANCER AWARENESS MONTH”

throughout the City and encourage all residents of Mountain Brook who are 45 and over to get a colorectal screening and recognize March 1, 2019 as “Go Blue Day” for Colorectal Cancer Awareness in Mountain Brook, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 25th day of February of the year 2019.

Stewart H. Welch III, Mayor

CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH PROCLAMATION

WHEREAS, the Montgomery Chapter of the Association of Government Accountants (AGA) is a professional organization, part of the Association of Government Accountants which has a network of more than 14,000 members in 101 chapters in the United States and around the world and approximately 314 active members representing state, federal, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, AGA Montgomery Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Brook do hereby proclaim the month of March 2019 as

"CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH"

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal
of the City of Mountain Brook to be affixed
the 25th day of February of the year 2019.

Stewart H. Welch III, Mayor

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 11, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 11th day of February, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Consultant selection for APPLE grant study of Overton Road—Mike Kaczorowski of the Regional Planning Commission of Greater Birmingham

Mayor Welch shall contact the Mayor of Vestavia Hills and Mr. Gaston shall contact the City Manager of Vestavia Hills to confirm that the City of Vestavia Hills will pay a portion of the costs of improvements to Overton Road based on the results of the proposed study. This matter shall be reconsidered on February 25, 2019.

2. Budget amendment for parking control vehicle—Chief Cook. (Resolution No. 2019-021 was added to the formal meeting agenda.)
3. Sunday alcohol sales—Whit Colvin. (Resolution No. 2019-017 was added to the formal meeting agenda.)
4. Traffic signals modifications on Euclid Avenue at Dan Watkins Road—Ronnie Vaughn and Sam Gaston. (Resolution No. 2019-022 was added to the formal meeting agenda.)
5. Review of the matters to be considered at the formal (7 p.m.) meeting

The proposed ordinance making the alley between Elm Street and Main Street one-way weekdays during specified hours shall be withdrawn. Instead, the affected residents have requested that a “No Left Turn” sign from Main Street into the alley weekdays during specified hours be implemented. The Police Chief stated that this proposal will achieve the same desired result as the one-way proposal and is acceptable to School officials. This revised proposal shall be introduced to the City Council for formal consideration on February 25, 2019.

2. ADJOURNMENT

There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 6:50 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on February 11, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
FEBRUARY 11, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on the 11th day of February, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSIDERATION OF AN ORDINANCE DESIGNATING THE ALLEY BETWEEN ELM STREET AND MAIN STREET ONE-WAY WEEKDAYS DURING SPECIFIED HOURS

Council President Smith announced that the proposed ordinance has been withdrawn and that the City Council shall consider a proposal to restrict left turns into the ally weekdays during specified hours (45-minutes in the morning school drop-off and afternoon school pick-up) at the February 25, 2019 meeting as suggested by the neighbors.

Ms. Elizabeth Lyman of 416 Meadowbrook Lane:

- There are about five physicians that live along the ally that are often on-call and need to be able to exit quickly in emergencies
- Making the ally one-way adds 12-minutes to the commute during the morning school drop-off

Council President Smith restated that the proposal has been withdrawn and that the left turn restriction will be formally considered by the City Council on February 25, 2019.

2. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the January 28, 2019, regular, joint meeting of the City Council and Mountain Brook Emergency Communications (E-911) District.

- | | | |
|-----------------|--|--------------------------|
| 2019-016 | Recommend the issuance of a 040 – Retail Beer (On or Off Premises) and 060 – Retail Table Wine (On or Off Premises) licenses to HIT Portfolio I HIL TRS LLC (trade name Hampton Inn Birmingham Mountain Brook), 2731 U. S. Highway 280, Mountain Brook, AL 35223 | Exhibit 1,
Appendix 1 |
| 2019-017 | Request that the elected officials representing the City of Mountain Brook in the House of Representatives and the Senate of the State of Alabama: | Exhibit 2,
Appendix 2 |

1. Introduce, sponsor and support legislation granting the City Council authority to approve the sale of alcoholic beverages in the City of Mountain Brook, Alabama for on-premises consumption on Sunday commencing at 10:00 a.m.
2. Consider whether other cities located within Jefferson County should be included in the proposed legislation where participation by such cities shall require their adoption of an ordinance or resolution authorizing such sales

2019-018	Authorize the installation of a street light across the street from the property located at 331 Cherry Street	Exhibit 3, Appendix 3
2019-020	Authorize the execution of an agreement with Net Connection, LLC, with respect to the installation of a bullpen/batting cage combination by the Girls' Softball field at the Athletic Complex	Exhibit 4, Appendix 4
2019-021	Authorize the purchase of one (1) 2018 Ford Fiesta SE from the State of Alabama approved bid list for use as a parking control vehicle by the Police Department	Exhibit 5, Appendix 5
2019-022	Authorize the following with respect to the traffic signals on Euclid Avenue at Dan Watkins Drive and at Memory Court: <ol style="list-style-type: none"> 1. Remove the louvers from the signal heads facing Euclid Avenue at Dan Watkins 2. Adjust the aim/alignment of the signals facing Euclid Avenue westbound at Dan Watkins Drive 3. Replace three existing signal heads facing Euclid Avenue westbound at Memory Court with optically programmed signal heads 	Exhibit 6, Appendix 6

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
 William S. Pritchard III, Council President Pro Tempore
 Philip E. Black
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-016 through 2019-018 and 2019-2020 through 2019-2022) are adopted by a vote of 5—0 and as evidence thereof signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2039) REZONING A RECENTLY ANNEXED PARCEL LOATED IN THE LOCKERBIE SUBDIVISION (132 QUEENSBURY CRESCENT) FROM ITS FURENT [TEMPORARY] RESIDENCE-C DISTRICT TO [PERMANENT] CLUSTERED RESIDENTIAL DISTRICT(EXHIBIT 7, APPENIDX 7)

The ordinance was introduced in writing by Council President Smith who then invited comments and questions from the audience. There being none, Council President Smith called for a motion. Council

President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Black moved for the adoption of said ordinance. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2039) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING TO CONSIDER A REQUEST BY THE MOUNTAIN BROOK BOARD OF EDUCATION FOR THE CITY TO CALL FOR A REFERENDUM TO INCREASE THE AD VALOREM TAX BY UP TO 10 MILS EXCLUSIVELY FOR EDUCATIONAL PURPOSES (RESOLUTION NO. 2019-019, EXHIBIT 8)

The resolution was introduced in writing by Council President Smith who then invited comments from the Board of Education officials.

Superintendent Richard (Dicky) Barlow of 3588 Springhill Road:

- A 10.6 mil tax was authorized in 1947
- The Board of Education is hereby requesting up to a 10 mil increase in said 10.6 mil tax for educational purposes
- This is the first of a three step process: 1) this public hearing, 2) passage of a bill by the Alabama Legislature allowing the City to conduct a referendum and 3) a vote by the residents on said tax increase
- If passed, the increased taxes will be effective October 1, 2020
- The increased millage is expected to generate approximately \$6 million annually for the School System
- The vast majority the new money is for capital projects—to improve every school in the School System
- One or two bond issues are contemplated totaling up to \$57 million for capital improvements
- Additionally, a portion of the proceeds will be used for facilities maintenance and improvements over a 16 to 20-year period on a “pay-as-you-go” basis
- The proceeds will also be used for safety improvements including School Resource Officers
- Other needs include improved mental health, quality of education and professional development

- About one year ago the School System commissioned a facilities audit. The architects' report indicated that the facilities needed between \$31 million to \$87 million to bring the facilities up to speed
- A 28-member task force recently completed a study of the School's finances and agreed with the need for additional revenue to address the facility needs and other improvements for the School System
- Based on these studies, the School Board hereby makes the request to increase the millage rate

Gary London of 88 Country Club Boulevard:

- Co-chaired the task force just mentioned
- The School System has suffered a loss of approximately \$18 million in state and local revenue since the 2008 recession (assuming zero revenue growth)
- Additionally, the state has imposed unfunded mandates in the form of pay and retirement increases during the same period
- The task force was satisfied with the School System's cost cutting strategies
- The youngest school is 50 years old supporting the need for upgrades
- The task force recommended that the School Board pursue additional revenues which prompted this public hearing and request

Council President Pro Tempore Pritchard:

- We are all aware of the struggles imposed upon the School Board to try to maintain the level and quality of education provided to the students of this community
- It is amazing what the School Board has been able to do in the face of decreased revenue coupled with the unfunded [cost] mandates and other cost increases experienced
- The School System is now at a crossroads and must have additional revenue in order to continue its level of excellence sustained over the last 40+ years

There being no further comments or discussion, Council President Smith closed the public hearing and called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said resolution be suspended, and that unanimous consent to the immediate consideration of said resolution is given and that the reading of the resolution at length be waived. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said resolution had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of said resolution. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said resolution (No. 2019-017) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENT

The next regular meeting of the City Council will be Monday, February 25, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:15 p.m.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on February 11, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

EXHIBIT 1

RESOLUTION NO. 2019-016

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Restaurant Retail Beer (On or Off Premises) and 060 – Retail Table Wine (On or Off Premises) licenses to HIT Portfolio I HIL TRS LLC (Trade name: Hampton Inn Birmingham Mountain Brook), 2731 U. S. Highway 280, Mountain Brook, AL 35223.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2019-017

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council of the City of Mountain Brook hereby requests that the elected officials representing the City of Mountain Brook in the House of Representatives and the Senate of the State of Alabama:

1. Introduce, sponsor and support legislation granting the City Council authority to approve the sale of alcoholic beverages in the City of Mountain Brook, Alabama for on-premises consumption on Sunday commencing at 10:00 a.m.
2. Consider whether other cities located within Jefferson County should be included in the proposed legislation where participation by such cities shall require their adoption of an ordinance or resolution authorizing such sales

B-20190104-474

RESOLUTION NO. 2019-026

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the bid for the purchase and installation of a radio-frequency identification (RFID) system for The Emmet O'Neal Library (B-20190104-474) submitted by EnvisionWare, Inc., is hereby accepted having been determined to meet specifications and to represent the best and lowest bid.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed to execute, for and on behalf of the City, a contract, in the form as attached hereto as Exhibit A, and such other documents that may be necessary with respect to said purchase.

ADOPTED: This 25th day of February, 2019.

Council President

APPROVED: This 25th day of February, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on February 25, 2019, as same appears in the minutes of record of said meeting.

City Clerk

MEMO

To: Sam Gaston, Steve Boone, Mountain Brook City Council

From: Lindsay Gardner

Date: 02/21/2019

Re: RFID

Emmet O'Neal Library solicited bids from vendors interested in entering a contract to furnish the Library a turnkey Radio Frequency Identification (RFID) solution for self-checkout, automated check-in and related management of its books, audio and visual circulation materials.

A committee of Library staff reviewed three bids and observed presentations by all three vendors. Using the scoring matrix in the bid proposal, the committee and I recommend awarding this contract to Envisionware, which is the lowest bidder. The bid from Envisionware is within the funds budgeted for this project in 2018-2019.

Based on the proposal, the presentation, and references from existing customers, we are satisfied that Envisionware will provide an exceptional product, as well as project management for the installation, training for staff, and on-going support and maintenance, as specified in the RFID bid documents.

In summary, Envisionware will supply the following new system components, equipment and related accessories:

- Two (2) countertop self-checkout units;
- One (1) freestanding self-checkout unit;
- Fourteen (14) staff workstations;
- Three (3) detection gates with two aisles;
- 145,500 RFID Book Tags for the Library's anticipated collection of print, audio and visual materials at the time of implantation;
- One (1) portable handheld reader to assist with collection maintenance;
- A portable conversion cart that will be leased to the Library for a period of 6 months after the award for use by its Staff in their implementation activities.

All components shall be installed and fully operational not later than May 31, 2019.

RFID will allow Emmet O'Neal Library to implement proposed initiatives from our draft strategic plan (finalized in July).

- Staff efficiency
 - Staff will no longer need to scan barcodes on our items to check in and out, improving accuracy and customer satisfaction and saving time.
 - Staff can use the mobile inventory device to pull books for holds and look for lost items, both very tedious tasks.
 - Staff will have more time to cross-train on IT assistance and work on cross-departmental projects.
 - Outreach and Customer Convenience
 - Patrons will be able to use self-check kiosks in the adult and the children's departments, and the circulation desk.
- RFID can be used in future to implement practical off-site services.
- Remote book drops (mentioned more than once in community feedback)
 - Remote book pick-up (using lockers and a self-check station)

**Bid Tabulation
RFID for Library
B-20190104-474**

EnvisionWare, Inc	\$79134.90
Maintenance- Year 2	5930.50
Maintenance- Year 3	5930.50
D-Tech	\$90470.00
Maintenance- Year 2	4675.00
Maintenance- Year 3	4675.00
Bibliotheca	\$109934.00
Maintenance- Year 2	8989.00
Maintenance- Year 3	9258.00

CONTRACT

EnvisionWare, Inc. (“Contractor”) enters this Contract (“Contract”) with the **City of Mountain Brook, Alabama (dba\The Emmet O’Neal Library)**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit B – Proposed RFIS System & Solution (which is attached hereto), Contractor, at its expense, will furnish all the labor, materials, hardware/software and supervision needed to perform the work, services and operations and ongoing maintenance services (collectively, the “Work”) on the understated project (the Project”)

Project: Radio-Frequency Identification Solution for The Emmet O’Neal Library

Site of Project: The Emmet O’Neal Library
50 Oak Street
Mountain Brook, AL 35213

(a) **Term of Contract.** The Contract and performance of services shall commence on the Effective Date and thereafter continue in effect for three (3) years (the “Term”). The Contract may terminate before the expiration of its Term on occurrence of any of the following:

1. **Termination for Cause by City.** If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information materials (a “Default”), the City may terminate the Contract for cause on fourteen (14) days’ advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the City in the Contract or available by law that arises from a Default;
2. **Termination for Cause by Contractor.** If the City does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days’ advance written notice to the City; provided that the City shall have a reasonable opportunity to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause.
3. **Termination by City for Convenience.** Effective at the end of any twelve month period during the Term of the Contract (a “Contract Year”), the City may terminate the Contract for its convenience by providing written notice to Contractor of its intent to terminate at least thirty (30) days prior to the expiration of the then current Contract Year.

(b) **Defects in Components of System.** The City shall not waive any of its rights hereunder concerning the quality of products delivered to it and installed by Contractor for any of the following: the City’s failure to inspect products at the time of delivery or installation; the City preliminarily accepting

substandard or defective products following an inspection; or the City paying any invoice that is submitted by Contractor that includes requests for payment of defective products.

(c) Miscellaneous Conditions of Contract.

1. Contract/Contract Documents. As used herein, the term “Contract” refers to the agreement between the City and the successful Contractor for the performance of their respective obligations. The Contract includes all the following documents and any approved amendments thereto: Invitation for Bids; Specifications and other sections or provisions in the Bidder Information materials (including, without limitation, **Exhibit A** - Contractor Bid Response Form, **Exhibit B** – Proposed RFID System & Solution; & **Exhibit C** - Bidder Qualification Form, collectively the “Contract Documents”). In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall take govern and control: (1) Specifications section in Bidder Information materials; and (2) other sections in Bidder Information Materials.
2. The successful Contractor acknowledges and represents each of the following with respect to its performance of its responsibilities under the Contract:
 - (a) Compliance with Laws. Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of its operations, including, but not limited to, all laws and regulations governing the employment of labor, the payment of wages or benefits to its personnel for work they perform, intended to protect workers and intended to protect the environment or public health.
 - (b) Licenses/Permits. At its expense, Contractor shall procure, and maintain throughout the Term of the Contract, all federal, state or local governmental licenses (including, but not limited to, a Business License issued by the City of Mountain Brook), and authorizations and permits required to perform its operations and provide all notices necessary and incident to lawful performance of its services and operations.
 - (c) License to Enter Work Site. During the course of performing the Contractor operations, the City grants Contractor a license to enter, temporarily occupy and utilize those parts of the Library as is reasonably needed to perform those operations (“Work Site”). With respect to this license, Contractor agrees that it is responsible for any damage to persons or property owned by the City on account of any negligent act, omission or misconduct by its employees, officials or other representatives (including any subcontractors) in performing their operations.
 - (d) Contractor will continuously and diligently prosecute their operations in such order and manner to complete them in a safe, good, workmanlike and timely manner.
 - (e) Contractor exclusively will be responsible for training and supervising all of its personnel (including any subcontractor personnel), and take necessary actions to ensure that its workmen have sufficient skill and experience to properly perform the work assigned to them.
 - (f) Contractor will furnish an ample force of trained laborers, tools, supplies and equipment that it determines necessary to complete their operations at a satisfactory

rate of progress.

- (g) **Safety.** Contractor agrees that, before its employees, workers or authorized subcontractors perform any services on any property owned or controlled by the Library or City (a "Work Site"), the Contractor (a) will inspect the Work Site, (b) has the sole responsibility to identify any condition or hazard thereon that will prevent it or any of its personnel from safely performing the services at a Work Site, and (c) agrees that it and its personnel are responsible for performing its services in a safe manner that does not put at risk the safety of other persons or endanger property. Neither the Library nor the City make no representation concerning the condition of any of those sites or buildings thereon, whether any Work Site contains any latent or patent defects, or whether the Site is otherwise fit and safe for the Contractor's operations or the performance of its services. Additionally, the Contractor exclusively is responsible for the safety of its employees, personnel, subcontractors or other representatives while any of them are performing services on a Work Site.
- (h) Contractor represents that it has taken all actions required to enter the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

3. **Insurance.** The Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

- (a) **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of the Contractor, including completed operations and assumed contractual liability coverage, and shall have limits of not less than

\$1,000,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence;

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to City property or City personnel caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any employee, subcontractor or other representative of the Contractor (hereafter a "Contractor Representative") in performing the services and work contemplated in the Contract.

- (b) **Automobile Liability:** This insurance shall cover owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage; and
- (c) **Workers' Compensation:** As required by statute.

All required insurance shall be provided through a policy(ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the City. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the City and its officers, employees and agents, as additional insureds with respect to

liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of services hereunder, the Contractor shall provide the Board a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

4. Indemnification of City. The Contractor agrees to defend, indemnify, and hold harmless the City of Mountain Brook, Alabama and the Emmet O'Neal Library (and their respective agents, employees and officials, hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (a) any Default of the Contractor or its failure to perform its obligations under this Contract; (b) any conditions in or about the Work Site that the Contractor or any Contractor Representative may enter or encounter in performing their services or work; and (c) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform the services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.
5. Contract Representatives/Notices. The City and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the work and operations contemplated in the Contract. The designated Contract Representatives shall have the authority to act on behalf of its respective organization to transmit instructions, receive information and administer the Contract consistent with its terms and conditions.
6. Notices. Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representative(s) via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.
7. Non-Exclusive Contract. If Contractor faithfully performs its obligations under the Contract, the City will not actively solicit proposals and quotations from alternate vendors or suppliers to furnish the products or services specified herein. However, if, in the exercise of the City's reasonable judgment Contractor is not faithfully performing its obligations, it reserves the right during the Term of the Contract to solicit proposals and purchase those products from a vendor(s), firm(s) or source(s) other than the Contractor.
8. Independent Contractor. The Contractor is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the Contractor and the City. Further, the City does not retain any control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or

subcontractors) performs its (or their) services or work. None of the personnel assigned by the Contractor to perform Services shall be considered an employee or agent of the Board or City.

Further, the Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and any other compensation owed them with respect to their services or this Contract. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by the City to their employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

9. No Third Party Beneficiary. The Contract is made only for the benefit of the City and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any other third party.
10. Dispute Resolution. The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.
11. No Subcontracting or Assignment without Consent. Without the written consent of the City, which may be withheld for any reason, the Contractor may not retain or subcontract with another entity to assist the Contractor to perform the services and or its obligations in this Contract. If a subcontractor is approved and performs work contemplated by this Contract, the Contractor shall remain responsible to the City for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been rendered by the Contractor and directly provided by it.

Further, the Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the City, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

12. The Contract comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.
13. The Contract may be amended or modified only by written instrument signed by all parties.
14. The Contract may be executed in counterparts, each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an

original document.

15. Any forbearance or delay on the part of the City in enforcing or exercising any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the City unless expressly waived in writing. Further, no waiver of any breach of Contract by the Contractor shall be construed or determined to be a waiver of any other or subsequent breach.
16. If any provision of the Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.
17. **Exclusion of Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE CITY'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT BY THE CITY.
18. **Applicable Law.** The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.
19. **Construction of Contract.** In the event that any ambiguity in the terms of this Contract is determined to exist, no presumption shall be made that either of the parties drafted the Contract.\
20. **Immigration Law Compliance.** The Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply

with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the City and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

**CITY OF MOUNTAIN BROOK,
ALABAMA**

ENVISIONWARE, INC.

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the City and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

**CITY OF MOUNTAIN BROOK,
ALABAMA**

ENVISIONWARE, INC.

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

**EXHIBIT A FOR
EMMET O'NEAL PUBLIC LIBRARY**

The Contractor Bid Response Form and Bidder Affidavit and Warranty Form is included below.

**EXHIBIT A - CONTRACTOR BID RESPONSE FORM - BID NO. B-2019 0104-474
FURNISH RADIO FREQUENCY IDENTIFICATION SOLUTION FOR LIBRARY**

Below are the firm bids by the undersigned to perform the obligations of the Contract for this BID. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. The Board may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated contract, and, except as may be listed below, submits its bid and agrees to perform its work in accordance with those Specifications and other requirements in the Bidder Information materials.

I. *Lump Sum Price of Solution Including Expense of 6-Month Lease of Portable Conversion Carts following Award (see Specification IIIc)*

\$ 79,134.90 _____

II. *Annual Cost of Support & Maintenance Program After First Year (see Specification III(f) & Section J on Exhibit B)*

In the table below the bidder shall state the annual cost of providing a Support and Maintenance Program for the RFID System after the first year of use (including the expense of renewing any software licenses). Please note any discounts if the Library elects to pay for this extended Support & Maintenance Program upfront or on a multi-year basis. Also, please attach here any agreements that Contractor will require Library to sign to continue receiving support and maintenance for the System after the first year.

Year 2	Year 3
\$5,930.50*	\$5,930.50*

**If the Library elects to prepay for any additional years, a 10% discount will be applied making the discounted rate \$5,337.45 per year.*

III. *Annual Cost of Renewing Software License After First Year*

In the table below the bidder shall state the expense of renewing all software licenses for the RFID System after the first year, and attach any agreements that Contractor will require Library to sign to renew such software license(s).

Year 2	Year 3
Not applicable*	Not applicable*

**EnvisionWare provides software under a perpetual license.*

EnvisionWare, Inc.
Name of Firm or Company Submitting Bid

2855 Premiere Parkway, Suite A
Street Address

Duluth, GA 30097-5201
City State Zip

Candice G. Oliver
Printed Name Representative Executing for Bidder

Candice G Oliver
Signature of Bidder Representative

Proposal Writer and Contracts Administrator
Title

February 1, 2019
Date of Bid

58-2424595
Tax Id # of Bidder

www.envisionware.com
Web Site of Bidder

314-249-6209
Cell Ph. # Bidder Contact

678-382-6557
Office Ph. # Bidder Contact

coliver@envisionware.com
Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 30 day of January 2019.

Deborah Jane Howell
Notary Public

My Commission Expires
07/13/2022
Commission Expiration Date

NOTES:

In addition to completing the above Contractor Bid Response Form, bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with BID NO. B-2019 0104-474 - FURNISH RADIO FREQUENCY IDENTIFICATION SOLUTION FOR LIBRARY.

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Library or the City (whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) it understands that, if any employee or official of the City (whether elected or appointed), shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business that such conduct may constitute a crime that may subject that employee, official or the Contractor to punishment or a fine in accordance with state and/or federal law;
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the City may rely on information submitted in awarding the subject Contract.

EnvisionWare, Inc.
Name of Firm or Company Submitting Bid

By: Candice G Oliver
Signature of Bidder Representative

Printed Name: Candice G. Oliver

Its: Proposal Writer and Contracts Administrator
Title

Date: January 25, 2019

Sworn to and subscribed before me on this 30 day of January 2019.
Dellonis Gana Hunk **My Commission Expires**
Notary Public 07/13/2022
Commission Expiration Date

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PROPOSED RFID SYSTEM AND SOLUTION

A. General Specifications and Overall System

A-01. All system components must be UL and FCC Part 15-Certified; SIP2, RS-232, TCP/IP Ethernet 10/100/1000 and 802.11 (wireless) compliant. Compliance must be for complete modules and not for individual electrical components or pieces.

Compliant. UL and FCC information is provided in the Appendix.



A-02. The proposed system must integrate to the Library's ILS (Sierra 4.0.0_8). Explain how it integrates.

Thousands of Innovative libraries use EnvisionWare applications every day. EnvisionWare collaborated with the Millennium/Sierra development team on two major ILS enhancements related to RFID:

- *Managing multi-item sets in staff clients and Express Lane*
- *Adding SIP2 Booksort Extensions in support of AMH/Sorters*

In the first project, EnvisionWare worked closely with ILL to define the requirements for managing items with multiple tags like 2-CD sets or DVDs with artwork or case tags and media tags. After the development was completed EnvisionWare conducted the Quality Assurance testing, provided hardware and software to Innovative for ongoing testing and implemented in beta sites for further vetting.

Before 2007, ILL customers had to use a series of SIP2 messages in order to process holds for sorters and intelligent returns. EnvisionWare was focused on performance and efficiency, and ILL was lacking support of the published extensions for 'Booksort'. EnvisionWare provided the protocol documentation and collaborative services to aid Innovative in the development and testing of what ILL today calls the Sorter API, which is an enhancement to the SIP2 protocol.

The history between the companies goes back decades, prior to the formal creation of EnvisionWare when Jerry Cline (ILL founder) and Mike Monk (EnvisionWare founder) were working together as vendors at one of Innovative's first public library installations – Greenwich Library.

These close ties continued throughout the years and through the transitions. Several Innovative staff now work for EnvisionWare, which gives our Company a unique communication path for escalation and enhancement.

EnvisionWare was one of the first companies to implement a system using the ILL Fines Pay Web Service API.

Today, EnvisionWare applies a range of integration suites to deliver the ultimate in integrated systems:

For Millennium and Sierra

- > ILL Fines Pay Web Service API – Itemized fine payment
- > Sorter API – seamless integration with EnvisionWare Modular Sorter
- > Patron API & Encrypted API – patron validation for time and print management
- > SIP2 for self-checkout
- > Item Status API – integrating RFID into staff circulation clients and Express Lane; integrating the EnvisionWare Media Case Controller (EMC2) into Express Lane

For Polaris

- > Enhanced SIP2 – itemized fine payment for self-service and Point of Sale; time and print management validation
- > Polaris API – patron validation for self-service eCommerce
- > Custom PAC integration – to integrate self-service fine payment into the Polaris PAC
- > Custom Staff client integration – supporting credit card terminal integration into the staff circulation client; Workflow Automation Service for seamless integration of Point of Sale into the staff client workflow
- > Custom Express Check integration – supporting credit card terminal integration into self-checkout
- > Custom RFID Integration – seamlessly integrates RFID into the staff client and Express Check as well as integrating the EnvisionWare Media Case Controller (EMC2) into Express Check

For VTLS

- > Proprietary remap RFID data model support
- > Patron type/group added to SIP2 for computer validation and access rules
- > Partial support for EnvisionWare’s itemized fine protocol
- > Interoperability with VTLS Telnet service for SIP2 connectivity to self-checkout and other applications

EnvisionWare maintains access to the ILS platforms for continuous quality assurance testing.

A-03. The proposed system must provide application- specific software to incorporate all hardware and any other RFID-related hardware into the system. Please describe.

EnvisionWare software components are proposed to RFID-enable the circulation and inventory systems at Emmet O’Neal Public Library. The applications that are available for these purposes consist of:

- > Self-Checkout/Check In Software – OneStop™
- > RFID enabling software – RFID Software Suite™
- > RFID Inventory Module
- > Alert and email software – EnvisionWare Branch Manager™
- > Enterprise eCommerce for fine/fee, account revalue – EnvisionWare eCommerce Services™ – Self Service Web and Terminal System
- > Remote management and diagnostics – EnvisionWare Central Management™
- > Comprehensive Business Intelligence – EnvisionWare Enterprise Reporter™

The pricing section indicates which of these components are included and which are optional.

A-04. The proposed system must interface with the Library’s existing automated library system using the SIP, SIP 2, NCIP, or BIC Library Communications Framework (BLCF) protocol. Describe.

EnvisionWare developers and product managers are leading experts in the use of the SIP2 protocol. EnvisionWare pioneered the development of **Enhanced SIP2** starting in 2000 with the implementation of patron group/type fields in SIP2 to support access rules in PC Reservation®. The Company collaborated with multiple ILS vendors on this and other enhancements to the SIP2 protocol. In addition, EnvisionWare worked in an advisory and testing capacity for the development of SIP2 for the Evergreen ILS in support of two-thirds of the Georgia libraries using EnvisionWare products. Go-live occurred without a flaw in SIP2 connections.

For standard circulation functions, standard **SIP2** is used. EnvisionWare has thousands of libraries making hundreds of thousands of SIP2 connections every day. One of EnvisionWare’s software architects has served on the NISO **NCIP** working group and on the **SIP3** working group. He collaborates with colleagues dealing with SIP2 at all major ILS companies. In support of privacy concerns, EnvisionWare developed a product to encrypt SIP2 called SIP2SSL. This product operates between the ILS and local applications to encrypt SIP2 communications across the network so that the clear text protocol does not disclose sensitive patron information. EnvisionWare was one of the two RFID companies involved in the standards initiative that developed an RFID data model profile for US libraries. One of those companies is no longer operating, having been sold to a European company. The other is, of course, EnvisionWare, one of the first companies in America to obtain the **ISO-28560-2** independent certification for standards compliance. In addition, EnvisionWare is also compliant with **ISO-18046-4**, the certification standard for RFID gate testing and performance compliance.

A-05. Vendor must offer System support and maintenance to meet or exceed its intended performance, operational and reliability standards during the first and subsequent years of use.

The warranty is provided in the [EnvisionWare End User License Agreement](http://system.envisionware.com/eula) system.envisionware.com/eula). Details about the Service Level Agreement are provided in the [Sample Agreement](http://system.envisionware.com/customer_agreement) (system.envisionware.com/customer_agreement).

A-06. The system should provide remote access, including system configuration, troubleshooting, and gathering statistical reports as well as remote monitoring and diagnostics troubleshoot and obtain usage statistics from any location.

There are four utilities for remote management and monitoring that serve different purposes:

EnvisionWare Central Management is a suite that allows direct viewing of OneStop screens. Staff can view thumbnails of live systems and zoom in to see the full screen. Staff can remotely interact with the system and even send chat messages to patrons. This system also supports changes to configurations, remote login, pushing updates and other management tasks.

TeamViewer is like the above but instead of being a Windows application it works via the web. The primary difference lies in the fact that Central Management works in a stealth mode so that it does not impose any pop-ups or other alerts to public users. This application is optional and typically purchased by customers that wish to have a hosted, web solution for remote viewing.

EnvisionWare System Monitor is installed with every EnvisionWare application. This utility is currently used to diagnose system problems, upload diagnostic files and create and update support cases from any application station. This system is included in annual maintenance.

EnvisionWare Branch Manager is the communication application that monitors systems for alerts such as paper outages, offline printer, ILS out of service or patron help requests.

A-07. List the number of clients in North America where the proposed solution has been installed.

EnvisionWare has RFID installations in over a thousand public libraries in the United States. EnvisionWare is the second largest RFID supplier to public libraries. But the Company's focus is not to be the biggest but rather to be the best in service. In the past 5 years, EnvisionWare has implemented more than half of the systems deployed and every customer continues to use those system. In fact, in the past two years a large number of libraries have been migrating from other solutions to EnvisionWare. Many cite EnvisionWare's support reputation as a reason for moving, some say it's features, and some refer to the cost savings associated with EnvisionWare's lower maintenance costs and the fact that **EnvisionWare has not increased maintenance prices in 20 years.**

EnvisionWare does not share customer lists in public tenders. This is in adherence to certain customer contracts that prohibit publication of Library names by vendors and additionally because customer lists are considered as intellectual property. EnvisionWare executives would be happy to present customer listings for review in a presentation provided the Library can confirm that the information will not be shared under FOIA.

A-08. The system must provide an intuitive user interface.

For staff, the system reduces repetitive stress injury and speeds checkout by facilitating multi-item checkout from a stack of items. Staff continues to use the **same familiar circulation client** – there is no visible application window for RFID control, thanks to the seamless integration with the Item Status API.

The system also controls multi-item sets (media tagged with more than one RFID tag). If an incomplete set is presented, the Sierra circulation client will display an incomplete set alert.

Staff gains efficiency for shelf operations. RFID renders faster and easier item searches for holds and claims returned as well as streamlining inventory operations.

For patrons RFID is more intuitive than barcodes, making the process for patrons as fast as scanning a library card and then placing multiple items on the pad. If media is managed by a Case Controller, patrons are guided to checkout media one-at-a-time in the case controller, which checks out and unlocks media in a single step, and to checkout multiple print items on the RFID pad/antenna.

Speed, efficiency and accuracy are improved while adding the benefits of RFID theft deterrence.

EnvisionWare is the largest provider of public library self-service applications. Experience in over 12,000 libraries over a twenty-year period has resulted in high levels of proficiency in self-service user interfaces.

A-09. Patron check-in must have the option to require patron card authentication prior to check-in.

Automated material return systems are configurable to support patron validation or no validation. This is often considered for external returns due to security reasons. However, patron validation for internal returns is not recommended because it would mean that parents could not return materials for children.

A-10. Patron Check-in must have the option to require a pin with authentication.

Same as A-09.

A-11. The system shall have an option that supports user-selected language options.

Compliant

The self-checkout system supports the following languages:

- English
- Spanish
- French
- Portuguese
- Polish
- Chinese – Simplified
- Chinese – Traditional
- Chinese – HongKong
- Hindi
- Italian
- German
- Russian
- Vietnamese
- Somali

Each language supports customization that will persist through upgrades. As new translations are created, they are distributed to customers under maintenance at no additional charge.

A-12. The system shall be dual function – capable of processing RFID tags and the item bar codes in the same transactions.

Compliant

While the systems are capable of reading RFID and barcode-tagged items in the same transaction, EnvisionWare will provide guidance and training during the professional encoding training class to illustrate methods for eliminating any barcode-based checkout as a component that increases self-service success.

B. RFID Tags

B-01. Tags must be tested for over 100,000 read/write cycles and be guaranteed for the life of the items to which they are applied. Provide documentation.

Compliant. EnvisionWare supplies only the highest quality RFID tags, which is the only way EnvisionWare can be regarded as the quality leader. Tags are guaranteed to last the lifetime of the item to which they are affixed and are tested under accelerated heat / age testing criteria to support over 100,000 read/write cycles.

Sample tags are inserted into heat test units that operate at temperatures between 90 – 140 degrees F. Tags are range-tested every week. At the end of the test cycle laboratory inspections are performed to assess any physical changes to the layer structure and the devices. A modest degradation is expected but lab tests reveal that some suppliers that are not mainstream manufacturers of RFID tags experience considerable distance degradation over a three-month period. Heat-based age testing is the most predictable way to assess electronic performance over a lifetime. In addition to factory and laboratory age and cycle testing of tags, EnvisionWare conducts exhaustive laboratory testing in real life scenarios, across the entire range of tags and with all hardware systems provided by EnvisionWare.

Certain aspects of the test data are considered proprietary. EnvisionWare is happy to share the test data during a presentation for the Library, either onsite or remotely.

B-02. Vendor will name its tag vendor and any quality assurance guarantees.

EnvisionWare works closely with the two leading tag manufacturers of HF RFID Tags. Combined, the two companies represent 80% of the RFID tags sold to libraries in the United States. **EnvisionWare's primary tag supplier is listed on the NASDAQ**, so it is not a fly-by-night manufacturer. EnvisionWare understands the importance of ensuring that tags are of the highest quality since there are numerous companies selling inferior RFID tags. Manufacturing sources are considered to be intellectual property, which means the Company cannot divulge its sources in an open RFP. However, EnvisionWare will provide the supplier information and testing information to Emmet O'Neal Public Library under a simple email commitment to non-disclosure or in a discussion via the web or onsite presentation.

EnvisionWare believes in providing only the highest quality RFID tags, which are a critical component of any implementation. New tag models undergo extensive laboratory testing by EnvisionWare to ensure meeting stringent demands. All tags are heat and age tested. All tags are guaranteed for the lifetime of the item to which they are affixed. Aside from manufacturer warranties, EnvisionWare guarantees *all components* supplied by EnvisionWare.

100% Testing. All tags are tested during the manufacturing process to ensure proper read/write. Emmet O'Neal Public Library will receive tested tags in the quantities ordered.

B-03. The proposed system must provide tags that operate at 13.56 MHz.

Compliant.

B-04. The proposed system must provide tags with a minimum memory of 1,024 bits.

Compliant. Tags are available with standard 1024 memory. Optional 2048 memory is available.

B-05. The proposed system must provide tags that use NXP SLI-x chip. Tags will be tested to ensure they meet the required standards. Please provide tag samples.

Tags have been included in the response package.

B-06. All data on the RFID tag, including the item identifier field, must be fully rewriteable.

Compliant. All information on the tag other than the Unique Identifier (serial number) is rewriteable.

B-07. The proposed system must allow the option to lock and unlock item bar code number.

Tags are technically capable of supporting field locking. However, EnvisionWare and ISO recommended practices discourage locking.

Many customers that pre-date the ISO standard suffer from locked tags which are incapable of being reprogrammed. Libraries that want to adopt the standard and the benefits derived from using the standard must cut or remove existing locked tags and replace them with new tags at great expense.

There is virtually no risk and no real value in locking tags. The ISO-28560 encoding model is complex and does not easily facilitate rewriting by unscrupulous users. Since rewriting requires expensive equipment and sophisticated software it is even less likely than the act of maliciously replacing barcodes. EnvisionWare is unaware of any reports where patrons replace existing printed barcodes with different barcodes. That is much easier to do than rewriting RFID tags. For this reason, EnvisionWare believes that the likelihood of modifying an unlocked tag is extremely remote.

B-08. The proposed system tags must enable the security status to be stored directly on the tag and must trigger an immediate alarm if an item not charged is read by the detection systems.

Compliant.

B-09. RFID tag must have portions of memory that can be locked (for item number) and portions that can be re-programmed (branch and/or shelving location code). Each memory portion must be able to be locked independently of other portions or not be locked at all.

Compliant.

While tags support the ability to lock, locking is not recommended. Libraries that adopted early and locked tags are unable to reprogram existing tags for compliance with current standards. There is no value in locking data since the ability to manipulate ISO-28560-2 data is complex and relatively expensive.

B-10. The proposed system must offer tags in clear, white blank, generic library or library-customized versions.

Compliant.

B-11. The proposed system tags must provide both security and inventory control functionality.

Compliant.

B-12. The proposed system tags must be adhesive- backed and one piece (tag and label integrated into one piece) to adhere to library materials without addition of an adhesive cover label.

Compliant.

B-13. The proposed system tags must use a low acid, or neutral pH, non-contact (delayed set time) adhesive.

Compliant.

B-14. The proposed system shall be fully compliant with ISO 18000-3 Mode 1, and include both mandatory and optional commands specified in ISO 15693-3. It will also adhere to the ISO 28560-2 standard for North American library.

EnvisionWare RFID Systems support the following STANDARD data models:

- ISO-28560-2
- ISO-28560-3
- Danish Data Model

ISO 28560-2:2014

EnvisionWare also supports PROPRIETARY data models from the following vendors:

- 3M (multiple models)
- Bibliotheca (multiple models)
- Checkpoint ISO
- ITG (multiple models)
- Libramation
- PV Supa
- ST LogiTrack
- Tech Logic (multiple models)
- VTLS
- Item ID Remap model

The unique *PDF Technology* in the EnvisionWare *RFID Software Suite* provides the fastest performance regardless of the data model in use. There is no configuration required – the system will interpret tag data and apply the appropriate model automatically.

The RFID Software Suite can also *dynamically re-encode on-the-fly*, which means that customers using outdated, proprietary data models can convert existing tags to the ISO-standard as part of the regular circulation process.

B-15. Vendor must demonstrate experience working with 28560-2 in libraries. State this experience.

Not only is EnvisionWare certified compliant but the Company has helped others migrate to the standard.

EnvisionWare introduced the concept of open standard RFID to the US in 2007. At that time vendors were offering proprietary data models that were unique to each vendor. When EnvisionWare started researching RFID in libraries one of the founders, Mike Monk, traveled to Europe where RFID adoption was more prevalent and more advanced. Open, unified standards were essential in that part of the world. EnvisionWare adopted the Danish Data Model and supplied only standards-based solutions in the US. Over time other vendors began adopting the Danish Data Model.

As ISO-28560 began to materialize, EnvisionWare joined with technical colleagues at 3M and with library directors nominated by EnvisionWare including Dan Walters from Las Vegas-Clark County Library District, to form the NISO working group for a US Data Profile. EnvisionWare and 3M were the two vendors in the US that participated in the formation of the US Profile for ISO-28560-2. These two companies were the first to deploy standards-based solutions. Meanwhile Australian libraries were adopting state profiles for the same standard and all were requiring that vendors be certified for compliance with ISO-28560-2, which is an unusually complex standard. EnvisionWare systems were certified by an independent testing agency.

Hundreds of libraries across the US use EnvisionWare RFID technology, which is based upon the ISO standard. In addition, since hundreds of libraries had adopted RFID prior to the ISO standard, EnvisionWare committed to the delivery of a system that could convert existing open models like the Danish standard as well as proprietary models from a range of vendors to the ISO standard. That allowed EnvisionWare customers to migrate their data model from a former standard or proprietary model to the current ISO standard on-the-fly.

Of the two RFID vendors involved in the development of the US data model profile, one no longer operates and was sold to a company headquartered in Europe. The other is EnvisionWare.

Several libraries have migrated from competitive systems to EnvisionWare. The software can read from a full range of proprietary and standard models without impairment to performance. And for libraries that want to unify or take advantage of current capabilities, EnvisionWare provided the tools to make the transition seamless. Some of the vendor models use a different security standard that conflicts with retail. EnvisionWare developed another tool that converts items on shelves to the correct security (AFI) value by simply scanning the shelves.

B-16. Vendor must provide custom printing option for tags to be imprinted with a bar code or the Library’s logo. Imprinted RFID tags have a fewer than three week turnaround upon vendor’s confirmation of receiving the purchase order from the Library.

A variety of custom printing options are available in 1-color or 4-color printing.

- > Library logo and text
- > Library logo and text with barcode
- > Library logo and text with barcode encoded
- > Library logo with text and separate barcode label
- > Library logo with text and separate barcode label encoded

C. Conversion Station

C-01. The proposed system must be integrally designed on a compact portable cart with wheels for easy conversion in the narrow library aisles. The cost for the Library to lease such a portable conversion cart is included in the Price to be quoted on Exhibit A.

Components used in the EnvisionWare Portable Carts are available for purchase separately. Some libraries use tag dispensers at technical services workstations and some libraries create their own carts.

C-02. The proposed system must function in standalone mode, not requiring an interface with the integrated library system.

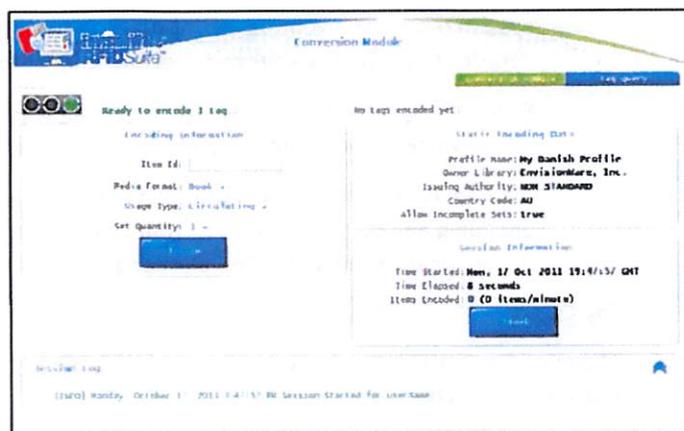
Compliant.

C-03. Vendor will describe its tagging software and the process.

The RFID Software Suite provides the most powerful solution for converting and validating RFID tags in libraries. Offering a number of unique features, this is the fastest and easiest-to-use application.

Conversion Workflow

1. **Login** – the user logs in which starts a timer, which then logs all encoding performed on a per user basis. This is helpful with the QA process and in determining productivity.
2. After login the system opens to reveal the screen to the right. Preset, constant values are shown on the right side of the screen. Variables are shown on the left. In this screen, a tag is



placed on the pad which causes the system to display the GREEN symbol indicating 'Ready to encode 1 tag...'

3. **Scan the item ID** and encoding is complete. The system will display the item ID boldly in the upper right corner and log the last several entries in the display window at the bottom.
4. **Repeat** for items that are the same media type and same set quantity (this step is eliminated when Rapid Encoding Mode is used.)
5. If a CD contains more than one tag, change the set quantity as appropriate and then scan the item ID.

UNIQUELY, EnvisionWare's Rapid Encoding Mode, described below, can eliminate 100% of all keystrokes that may be required, particularly for processing multi-item sets.

Special, Unique Features

- > EnvisionWare's **PDF Technology** provides the fastest performance of any library RFID application. EnvisionWare developed dynamic rewrite capabilities at the request of a customer in 2007. Rewriting tags during circulation adds time. To ensure tags would not become corrupt PDF Technology was invented to optimize system performance. There is no discernable lag when rewriting a tag.
- > **Rapid Encoding Mode** is another unique feature. Staff downloads a list from Sierra containing item ID, set quantity, media type, and other desired attributes. This accomplishes two important capabilities. First, it eliminates 100% of keystrokes even if the number of tags or the media type changes from one item to the next. Second, it guarantees 100% accuracy because item IDs must match the download file (this can be overridden by the click of mouse.)
- > The screen can be customized to provide **larger text** for users that prefer to use a screen with a bigger font.
- > A local or centralized **inventory file** can be created as a byproduct of encoding. This means that the library gets a real-time database record of all items as they are encoded, making it easy to reconcile inventory during an encoding project. This is a no-charge option for libraries that express a desire to reconcile inventory during encoding.
- > **Productivity statistics** are recorded on a per user basis. EnvisionWare uses this metric to assess worker's efficiency when EnvisionWare is providing turnkey encoding services.
- > A **weed list** and other item status lists can be loaded into the station, which will stop encoding and display an alert to staff that indicates the nature of an alert. Items can be pulled, or staff can ignore the alert and proceed to encode.

Tag Query

The encoding system also features a powerful Tag Query mode, which is accessed by pressing a button on the screen. Tag query will:

- read the full contents of an RFID tag

- identify the data model in use and
- display the tag information in formatted or unformatted views.

Multiple tags can be placed on the RFID pad at which time users can select tag serial numbers to view all of the data on a tag.

The encoding screens can be visible simultaneously with the circulation client so that staff can quickly switch back and forth between circulation and encoding.

C-04. The proposed system must be easy to use and able to convert at least 350 items per hour at a minimum. Please provide an example of a library in which this number was achieved, with contact information.

For many years a number of around 250 – 300 items per hour for a team of two has been purported in RFP responses. Since no team operates at full capacity for 8 hours, we average this to be a 7-hour day.

*At 300, the per person rate calculates as follows: 300 items for 2 people is 150 per person. 150 items per hour per person * 7 hours = 1,050 items per day per person.*

Because EnvisionWare provides turnkey encoding services managed by skilled professionals that have performed conversions on millions of items, EnvisionWare knows the real productivity numbers and the best method for performing conversion.

Since productivity in a team defers to the total productivity of two people, it can never be measured on a per person basis and it is always less than the productivity of a single person. Two people operate at different rates and take breaks at different times. Thus, breaks for two people become cumulative. Since individual performance cannot be measured, a manager cannot assess the cause of latency in a team.

Based upon EnvisionWare's experience, a 1-person 'team' is recommended, which translates to 1 person per cart.

Books can be converted at a rate of 1,200 to 1,500 items per day per person. Media can be converted at a rate of 600 -750 items per day.

EnvisionWare does not believe in setting unrealistic expectations for customers and instead prefers to offer real-life data from practical experience.

- > People rarely work at full capacity for 8 hours and there must be accounting for breaks and other interruptions. If EnvisionWare is providing the encoding service it is in the Company's best interest to obtain maximum productivity, which has been fine-tuned over years of conversions.

Using an average of 7 hours divided into 1,500 print items, the actual hourly rate is about 214 items per hour. The SOFTWARE can encode as fast as a barcode scanner can read a barcode in practical terms. The overall productivity relates to item handling: dusting, pulling items off the shelf, returning items to the shelf, ensuring shelf order and facing the items.

Since the specification calls for 350 items per hour and most RFPs assume a team of 2 people, this would mean that using EnvisionWare's method, the productivity for 2 people is about *428 print items per hour*.

(A library with unlocked cases using a standard book tag per case may experience higher levels of performance.) Media takes longer because the case must be opened, tag applied, and case closed. The handling imposes more latency. And the variable occurs if a library chooses to use a multiple tag approach.

EnvisionWare factors the time required to oversee the encoding process and perform QA. When EnvisionWare provides the service, the experienced manager pulls a minimum of 10 items per person per day for analysis. QA considers proper tag placement and correct data encoding. If an error is found, more samples are taken, the encoder is provided with additional training and he or she is asked to review items and fix errors. This is one of the most critical components of any encoding project.

In the above numbers, the people performing the service are dedicated to encoding. If Emmet O'Neal Public Library staff perform encoding, the productivity may be lower because patrons will often engage in conversations with familiar staff and staff are oriented toward providing interactive services.

When the EnvisionWare encoding trainer delivers the Introduction to RFID and Encoding program to library staff, he or she will review the important aspects of the quality assurance program.

C-05. During tagging process, system must automatically interrupt if bar code scanner fails to scan all digits in the bar code.

Compliant. In addition to the ability to configure parameters to prevent programing partially scanned barcodes the system supports a unique Rapid Encoding Mode. This feature uses a list exported from the ILS that contains all data per item. When a barcode is read the barcode must match the list loaded into the software. Any parameters such as number of items in the set or type of usage are pulled from the file and encoded on the tag without the need for ANY keyboard or mouse entry.

C-06. The tagging station should perform an immediate confirmation read of a programmed tag to ensure that the tag has been written exactly as intended.

Compliant.

C-07. Tag programming application must be able to perform a confirmation read of tags in one-at-a-time or multiple mode, so the staff can see all data programmed onto tags.

Conversion software is designed to manage a single tag or multiple tags at one time so that multi-item sets (an item with multiple parts such as a 2-CD set) can be tagged. Data is written and read by the software.

C-08. The proposed system must have a visible scan line to facilitate correct placement of material on the conversion station.

The encoding system delivers an exceptional barcode scanner that displays a red line to illustrate proper placement of an item. When the item ID is read the light changes to green to indicate a successful barcode scan.

C-09. When tag programming errors occur, the system must react in real-time using sound and visual alerts.

Compliant.

C-10. The proposed system must be able to handle varying bar code locations and orientations.

Compliant.

C-11. The proposed system must be able to convert items from a list (when an optical bar code is unavailable or unreliable).

Compliant.

C-12. The proposed system must be able to weed items by uploading and reading a weed list (a list of items to be removed from the Library) during the conversion process, to automatically alert staff to weed an item upon scanning the bar code, rather than applying an RFID tag.

Emmet O'Neal Public Library staff can load any number of lists including weed, claims returned or other special attributes. During encoding if an item matches the weed list an alert will display showing the item information and a customizable name of the alert, i.e. Weed Item. Encoding a tag is prevented on the assumption that the item will be pulled, however, staff can override the alert and proceed to encode the item if desired.

C-13. The system must include the ability to log all items that have been programmed by an ID number. The system must have the option to save a cumulative list of all item IDs written to RFID tags in a file.

The RFID software creates a local or centralized database of all items encoded to facilitate inventory reconciliation and to help with management of quality assurance concerns. Productivity statistics are also recorded. The Library will be able to determine the person that converted each item and how many items are encoded per hour.

C-14. Please include a screen shot example of the user interface guiding the operator to stagger the placement of the tags.

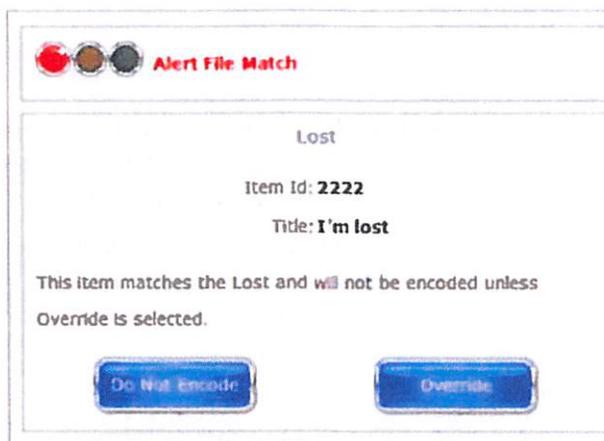
EnvisionWare's software does not prompt for tag placement because screens should not be more complex than necessary. The reality is that while staggering is recommended, it will not be consistently applied since items currently checked out will be tagged and returned, new items will be added, and old items will be weeded over time. The other issue with prompting for staggering relates to the variability of material. A board book may contain valuable information in the area where the software indicates tag placement, or an item may have a CD or DVD affixed to the area

where the tag is to be placed. The moment anything like this occurs, staff is being asked to ignore screen prompts.

There has been no situation where EnvisionWare's trained customers have failed to apply some element of staggering. But the focus of the software should be on a SIMPLE yet informative screen presentation that can be adapted to the needs of each user.

C-15. Please provide a screen shot example of an item being identified during the tagging process, for example an item to be weeded.

The system supports alerts for multiple lists such as weed list, claims returned, lost items, etc. In the following example, this alert window pop-up to warn the user that the item is on the LOST ITEMS list. Staff can override the alert and proceed to encode the item or accept the warning, pull the item and not encode or apply a tag.



Item Matches the LOST ITEMS list.

D. Circulation Staff Workstations

D-01. The proposed system must have a thin (less than ½") antenna that provides easy installation.

The desktop reader/antenna measures 14.8in x 10.87in x 1.06in (376 x 276 x 26.8mm)

D-02. The proposed system must be able to mount in, on, or under the work surface of a circulation station.

Compliant. The Reader kit is supplied for surface mount and comes with under-mount hardware.

D-03. To ensure the library has installation options that best meet its needs, the proposed hardware should consist of antennas that provide side-shielding, full shielding, and extra-large antennas with full shielding.

The uniquely shielded ProLine™ DeskPad™ reader/antenna works equally well on or below the surface. The DeskPad reader kit is supplied with under-desk mounting hardware. The DeskPad is the most popular solution but there are other options including separate, large and small pads, shielded and unshielded, to match specific needs.

D-04. The proposed system readers must function when positioned under existing Library slate, granite, wooden or laminate-topped desks.

Compliant. The Reader kit is supplied for surface mount and comes with under-mount hardware.

D-05. The proposed system must have an RFID read range of 8 inches minimum for book tags.

Compliant. In addition to compliance with the read range, the proposed model limits reading to the sides and below the pad to protect against false reads from nearby materials. While less expensive non-shielded pads are also available, all customers have found EnvisionWare's shielded designs to be optimal for public library installation.

D-06. The proposed system must provide dual function: capable of processing RFID tags or bar codes in the same circulation transaction.

Compliant. While the systems are capable of reading RFID and barcode-tagged items in the same transaction, EnvisionWare will provide guidance and training during the professional encoding training class to illustrate methods for eliminating any barcode-based checkout as a component that increases self-service success.

D-07. A bar code reader must be able to operate concurrently with an RFID reader.

Compliant.

D-08. The proposed system readers must be able to read tags and display the information.

Compliant.

D-09. The proposed system must be able to be used for charge and check-in of library materials.

Compliant.

D-10. The proposed system software must not require SIP to interface with ILS. Staff can use the same screen to which they are accustomed.

Compliant. The software integrates directly with Sierra using the ILL Item Status API. This means that the staff Sierra client is the only application and screen used by staff for circulation. EnvisionWare has options for implementations without the Item Status API and which still use Sierra for most functions except alerts. But by far, the best and most seamless experience occurs when using the API Innovative created for seamless RFID integration.

D-11. The Library's standard ILS checkout and check-in screens must remain open and fully operational at all times, while still receiving valuable updates/notifications about patron transactions at self-checkout stations.

The RFID system is integrated seamlessly into the Sierra circulation client so that no other software windows are used or appear. All circulation activities are managed entirely in the circ client in the same manner as barcodes.

D-12. The proposed system must secure item within one second of discharging the item.

Compliant.

D-13. The proposed system must simultaneously process multiple RFID-tagged items for check-in/out.

Compliant.

D-14. The proposed system must offer system and/or methodology for handling holds.

The RFID Software Suite RFID-enables the existing Sierra circulation client so that all operations occur in the existing, familiar software. This means that holds are managed the same for RFID as they are today for barcodes.

There is also a configuration for the [OneStop Self Service Circulation Software](#) to operate in Intelligent Returns Mode. This can be used to RFID enable a returns chute, but it can also be used as a staff book drop mode at the returns desk. In this mode, the software quickly processes items for check in as they are passed across the pad. If an item is a hold or transit, a customized hold or transit slip can be printed. This means that staff can use the software as a rapid returns application at a staff desk that can print customized hold slips, perform fast check-in, and it would not require login to the ILS circulation client.

D-15. The proposed system must have the ability to read, program, and reprogram RFID tags.

Compliant.

D-16. The proposed system must not require mouse activations to process most items (Exceptions made for configuration changes, error handling, or tag reprogramming situations).

Compliant.

D-17. The proposed system must be able to handle varying bar code locations and orientations.

Compliant.

D-18. The proposed system must be able to work with a weed list (a list of items to be removed from the Library), to automatically alert staff to weed an item upon scanning the bar code, before applying an RFID tag.

Emmet O’Neal Public Library staff can load any number of lists including weed, claims returned or other special attributes. During encoding if an item matches the weed list an alert will display showing the item information and a customizable name of the alert, i.e. Weed Item. Encoding a tag is prevented on the assumption that the item will be pulled, however, staff can override the alert and proceed to encode the item if desired.

D-19. The staff application must work with all types of ILS clients: Windows-based (Windows 7 & higher), Java-based, web-based, Mac-based, etc. without using SIP, SIP2, or NCIP.

Compliant. EnvisionWare’s systems are designed to interoperate with existing Emmet infrastructure.

D-20. When checking items into the ILS, station must display shelving location codes (if they have been programmed into the tags).

Sierra continues to display the same information shown today. Regarding the tag data, while the ISO standard supports this field as an option and EnvisionWare can encode it, shelving location is not typically encoded by libraries. Since Sierra is often used for returns, the shelving location would be retrieved from the Sierra staff view.

D-21. System must not require a separate staff application that is modeled on the patron self-checkout application. The system should be optimized for staff use.

EnvisionWare collaborated with Innovative Interfaces on the integration of RFID into the Sierra in order to provide seamless RFID integration. The workflow for barcodes and RFID items is identical except for the improved efficiency associated with multi-item detection.

E. Self-Checkout Stations

E-01. The proposed system’s RFID self-checkout units must be able to read item-specific identification numbers, communicate to the host circulation system to update the Library’s inventory, and turn security off.

Compliant.

E-02. The proposed system must be dual function – capable of processing RFID tags or item bar codes in the same transaction.

Compliant. While the systems are capable of reading RFID and barcode-tagged items in the same transaction, EnvisionWare will provide guidance and training during the professional encoding training class to illustrate methods for eliminating any barcode-based checkout as a component that increases self-service success.

E-03. After being unable to detect an RFID tag in an item, station must automatically request that the patron scans the item's barcode, allowing checkout even if the tag is missing or damaged.

A manual solution for this is possible.

From a technical perspective, it is not possible to 'know' when an RFID tag does not exist. As such it is not possible to automatically display an alert to scan a barcode because the technology has no way to know when a tag is not present.

A workaround for this is to require a user to input the number of items being checked out at the start of a transaction. The user then places items on the pad and the software waits for a timeout to occur after which an alert could display to advise the user that the number of items detected does not match the quantity entered (with added instructions to try scanning barcodes.) While OneStop supports virtually any form of customization and this can be implemented, the concept has not been widely adopted. This is because the workflow requires an extra step/entry for every transaction and the timeout to wait for the absence must be in the range of 8-15 seconds to allow for patrons checking out multiple stacks of items and moving items off the pad for the next stack to be placed. Anything that lengthens the self-checkout workflow is generally not desirable.

The preferred workflow assumes that all items are tagged. In the event this is not possible then onscreen animation or text could direct patrons to scan barcodes if the quantity does not match. One library applies a special label to the spine to call attention to barcode materials.

E-04. The proposed system must read the type of cards currently offered to Library patrons, which are Lucas Color Card in both wallet-size and keychain- size, and should be able to facilitate a migration to other technologies under consideration by the library.

There is no need to make any changes to patron cards. If the library ever wishes to implement RFID patron cards, EnvisionWare is ready to assist, and the data model used for items will ensure that future support.

E-05. Describe how patron cards are read by the self-checkout kiosk. Describe whether patrons can manually enter library card barcode.

EnvisionWare systems use a 1D/2D barcode scanner that is smartphone-ready. Scanners can be easily programmed to enable or disable the broadest array of symbologies. The systems support scanning of other forms of ID such as driver's licenses, making the hardware future-ready.

The system can be configured to require a library card be scanned or to also allow patrons to manually enter the number directly on the screen.

E-06. The proposed system must provide application- specific software for the patron self-checkout stations. Please describe.

OneStop self-service software can be started in one of three different modes:

- > The Checkout Screen
- > The Menu Screen
- > Intelligent Returns Mode

If launching from the Checkout Screen, a button can be configured to appear for *Other Options*, which then displays a customizable menu.

The software can be configured to launch any or all the following self-service features:

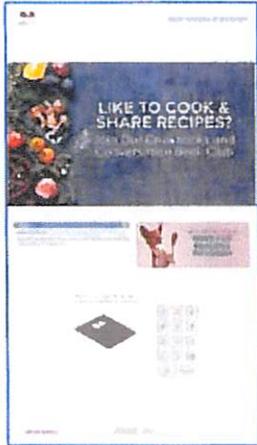
- > Check Out
- > Check In
- > Add Money to my Library Account
- > Pay Fines and Fees
- > Reserve a Computer
- > Release a Print Job
- > Make Copies
- > View/Print My Library Account Status
- > Renew Items not Present

This is a powerful capability because, for example, it means you can use the **EnvisionWare Vending Kiosk** that includes integrated cash and credit card acceptance across multiple self-service applications. The system in our example is configured to start at the Menu Screen. This is using the Countertop or Kiosk's portrait 21-inch display.

Step 1: The patron presses Check Out. The upper left portion of the screen is for the library logo. The large image at the top continuously updates. Below the image to the left is a feed from Evanced program information. At the right is an animated GIF that highlights library programs.



Step 2: The patron scans his or her library card or smartphone (or touches the keypad). If the library card is scanned at the above menu step, this screen is skipped, and the system progresses automatically to PIN entry.



Step 3: The PIN/Password is entered using the onscreen keypad. The keyboard can default to numeric or alpha. If defaulted to numeric, there is a key to invoke the alphanumeric keypad.

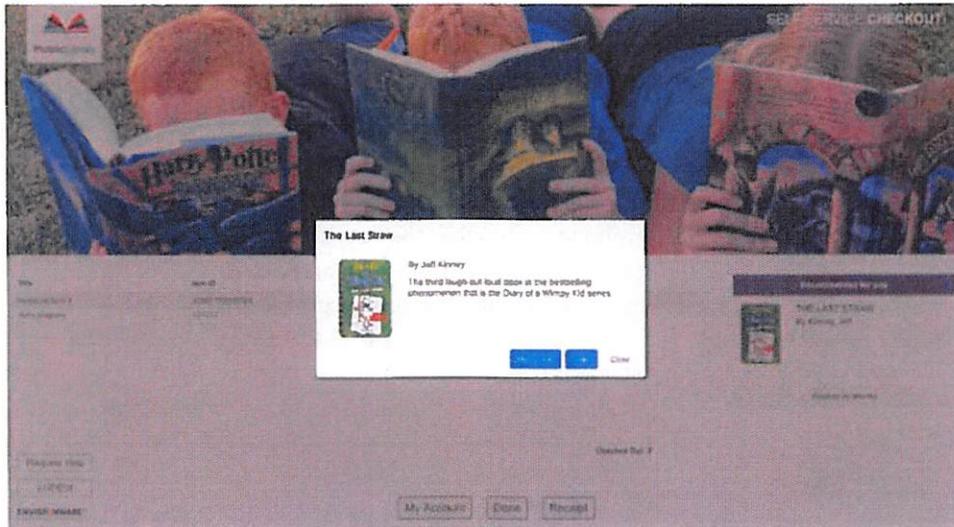
Step 4: The Scan Items page appears showing animation of placing print items on the pad. If a case controller is incorporated, the insertion of media into the Case controller for one-step checkout is also displayed with instructions to checkout media in the case controller and print items on the pad. The user can select Done or Receipt.



If Receipt is selected, a menu appears to display these choices:

- > Print Receipt
- > Email Receipt
- > Print and Email

If Emmet O’Neal Public Library elects a **NoveList Select for Self-Checkout** subscription, a display option appears for a patron to select one or more recommended reads for printing on the receipt or placing a hold.



E-07. Patrons can renew items at the self-checkout stations without having the items in hand.

Compliant.

E-08. The proposed system must have the ability to print out all information for a patron transaction on a single receipt. Such receipt should be customizable to incorporate library logo, hours, transaction type, items loaned/renewed, and fees (if any) which have been paid and/or are outstanding.

The EnvisionWare self-checkout system provides customizable receipts in each supported language. The administrator can alter the layout and content of receipts to suit the preference of each location or station.

E-09. Station must have option to print no receipt, comprehensive receipt, or have the receipt emailed.

Patrons may choose from:

- > Print Receipt
- > Email Receipt
- > Print and Email Receipt
- > No Receipt

E-10. Station must have the ability to provide customized receipt messages in the patron's language of choice.

Compliant. The self-checkout system supports the following languages:

- English
- Spanish
- French
- Portuguese
- Polish
- Chinese – Simplified
- Chinese – Traditional
- Chinese – Hong Kong
- Hindi
- Italian
- German
- Russian
- Vietnamese
- Somali

Each language supports customization that *will persist through upgrades*. As new translations are created, they are distributed to customers under maintenance at no additional charge.

E-11. A “running receipt” must be available on screen indicating which items have been successfully checked out and which items patron has unsuccessfully attempted to check out.

Compliant.

E-12. The proposed system must simultaneously process multiple RFID-tagged items.

Compliant. An ISO-28560-2-compliant system must be capable of reading and processing multi-item sets. If an incomplete set is presented, the patron will see a prompt indicating that the set is incomplete and suggesting that the user complete the missing pieces or take the item to staff for assistance. All text and messages on every screen are customizable by the Library

E-13. The proposed system must be capable of reading item bar codes located in various locations.

Compliant.

E-14. The proposed system's self-checkout units should have customizable messages based on patron and item status.

Compliant. All text delivered by the system can be customized. All messages delivered from the ILS can be customized. All customizations are supported in multiple languages. Customizations are persisted through product upgrades.

E-15. The proposed system must display ILS system information relating to the patron or item status.

The **OneStop self-service circulation** application's My Account screen displays information about holds, items checked out, fines and other information about the patron account. All messages from the ILS regarding item or patron status can be customized in each of the supported languages.

E-16. Option must be available to enter patron PINs on the touch screen in addition to scanning library cards.

OneStop self-service circulation software can be configured to use a borrower ID only or use borrower ID and PIN/password. Entry of the borrower ID can be from the included 1D/2D barcode scanner using a library card or smartphone. Patrons can also enter the ID directly on the screen.

Preferences determine whether the PIN is used. The system can be configured to require scanning a library card (no screen touch entry) or to allow either method.

E-17. Self-checkout system software and hardware must meet ADA guidelines, and includes features, such as a large touch screen interface, user-selectable high-contrast interface, and large type size.

EnvisionWare designs systems for compliance with Section 508 ADA guidelines. Wheelchair access, height access limits and other factors are considered in all designs.

E-18. Describe any features accompanying the self-checkout solution that have been implemented for users with disabilities.

Screen heights and layouts are designed for wheelchair access. OneStop v3.1 will provide high contrast mode, screen reach adjustment and large font controls for patrons.

E-19. The proposed system must have customizable instructions that can be configured by library staff. This will include logo, wording, and colors without altering HTML code.

Compliant. The system is completely configured in a browser.

E-20. Patrons can choose and alternate between a number of themes and options to enhance self-checkout usage. Themes also include easy-to-use steps for children.

Achieving increased self-service is a core competency of EnvisionWare. EnvisionWare offers the largest range of public library self-service solutions in the world. With the largest installed base of public library computer management, the combined feedback from thousands of libraries has led EnvisionWare in the development of intuitive designs that are easy to use. The same is true for self-checkout. Achieving higher rates of self-service requires an intuitive user interface that is consistent, simple and intuitive. Generation 3 of the product was previewed at the American Library Association’s annual meeting in June 2017. This new generation features multiple default themes, bright new graphics, news and events feeds and a long list of new features. Customers can also create their own themes. The focus for self-checkout is consistency, repeatability, and speed. Patrons can select language options, account viewing, and other optional services via a menu as well as renewing items not present and placing holds on recommended reads via the optional NoveList Select subscription.

The children’s theme would be used in the children’s area, and other themes can be deployed based on season, programs or other criteria.

Custom Library Logo configured by preference in browser.

All screen text and ILS messages are customizable in multiple languages

RSS Feed from Evanced, website, news sites

Select which buttons to offer,

Start at MENU or CHECK OUT Screen by setting preference in browser.



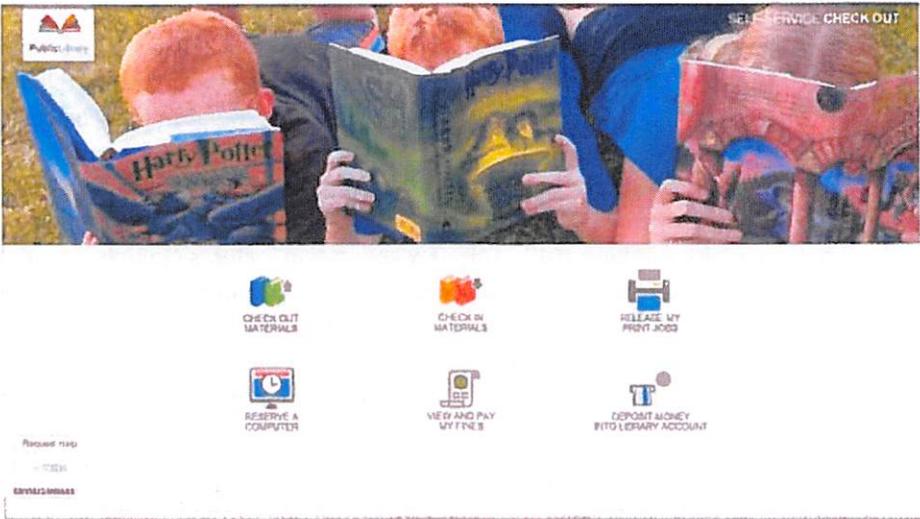
Set text color preference in browser.

Series of Included images based upon theme. continuous rotation.

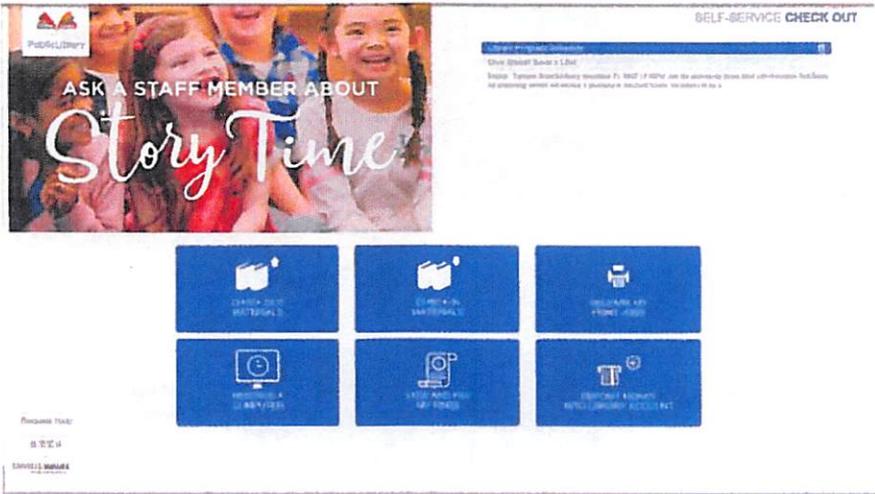
Custom animated GIF to promote programs

Set button color preference in browser.

Set preference for default language, and enabled languages. Customize all translations.



The Library can add a library website RSS feed or perhaps a program listing to the information portlet on the self-checkout screen. There is also a portlet that supports an animated gif, which is used to highlight special activities in the branch.



The Library has control over themes. Seasonal themes are included among others.



Default Themes - Customers can also create custom themes.

E-21. Explain the self-checkout process and provide screenshots of each step.

OneStop self-service software can be started in one of three different modes:

- > The Checkout Screen
- > The Menu Screen
- > Intelligent Returns Mode

If launching from the Checkout Screen, a button can be configured to appear for *Other Options*, which then displays a customizable menu.

The software can be configured to launch any or all the following self-service features:

- > Check Out
- > Check In
- > Add Money to my Library Account
- > Pay Fines and Fees
- > Reserve a Computer

- > Release a Print Job
- > Make Copies
- > View/Print My Library Account Status
- > Renew Items not Present

This is a powerful capability because, for example, it means you can use the **EnvisionWare Vending Kiosk** that includes integrated cash and credit card acceptance across multiple self-service applications. The system in our example is configured to start at the Menu Screen. This is using the Countertop or Kiosk's portrait 21-inch display.



Step 1: The patron presses Check Out. The upper left portion of the screen is for the library logo. The large image at the top continuously updates. Below the image to the left is a feed from Evanced program information. At the right is an animated GIF that highlights library programs.

Step 2: The patron scans his or her library card or smartphone (or touches the keypad). If the library card is scanned at the above menu step, this screen is skipped, and the system progresses automatically to PIN entry.



Step 3: The PIN/Password is entered using the onscreen keypad. The keyboard can default to numeric or alpha. If defaulted to numeric, there is a key to invoke the alphanumeric keypad.

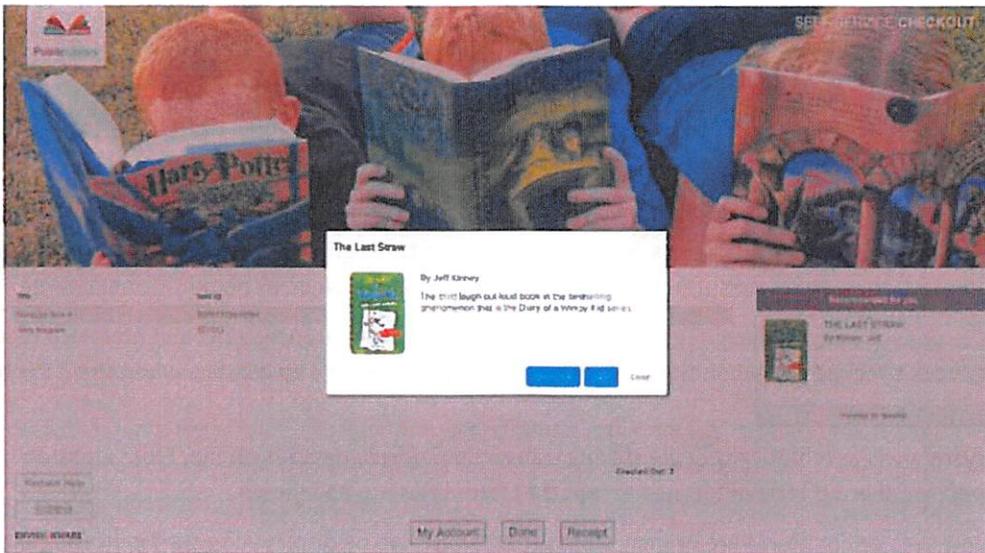
Step 4: The Scan Items page appears showing animation of placing print items on the pad. If a case controller is incorporated, the insertion of media into the Case controller for one-step checkout is also displayed with instructions to checkout media in the case controller and print items on the pad. The user can select Done or Receipt.



If Receipt is selected, a menu appears to display these choices:

- > Print Receipt
- > Email Receipt
- > Print and Email

If Emmet O’Neal Public Library elects a **NovelList Select for Self-Checkout** subscription, a display option appears for a patron to select one or more recommended reads for printing on the receipt or placing a hold.



E-22. Station must block both patrons and items that are blocked by the library’s ILS. Notification of block must be done in the form of a pop-up window that appears on a designated staff computer.

In all cases Sierra sets the policies for circulation whether via staff or self-service. If a patron is blocked, he or she will be denied the option to check out but may be offered a way to pay fines if the blocks are based upon overdues. Item blocks will also prevent checkout of individual items.

E-23. The system can easily handle multiple item check-outs without having to select the number of items on the reader. Self-checkout software will confirm the number of items being checked out before the transaction has been completed.

EnvisionWare RFID-enabled self-service circulation systems support multiple modes of operation. Users can choose to present one item at a time or multiple items at once. There are no settings for this – it is purely a matter of how a user approaches the system.

E-24. The proposed system must have the ability to display more than 60 languages.

The self-checkout system supports the following languages:

- English
- Spanish
- French
- Portuguese
- Polish
- Chinese – Simplified
- Chinese – Traditional
- Chinese – HongKong
- Hindi
- Italian
- German
- Russian
- Vietnamese
- Somali

Each language supports customization that will persist through upgrades. As new translations are created, they are distributed to customers under maintenance at no additional charge.

E-25. The proposed system must have the ability to perform offline transactions and maintain records of all bar codes checked out when the ILS is offline, and then upload transactions when the ILS is back online.

The system will automatically begin storing transactions when the ILS is offline. From a patron perspective, there is little difference except that item titles are not shown.

An Alert sent by EnvisionWare Branch Manager software can be displayed to staff indicating that the ILS is offline. The system retains the offline transactions until connectivity is restored.

An Alert will display to staff indicating the number of pending transactions.

When connectivity is restored, Emmet administrators can choose to upload items, or the system can be configured to automatically upload items to Sierra.

E-26. The proposed system must turn on/off the security feature on RFID tags to allow secure library operation during offline situations.

Offline circulation will appear to operate similar to online circulation except that the title will not appear. From a patron perspective items checkout as before and security is disabled.

E-27. Self-checkout stations can be customized with a large number of colors or other options. Please elaborate on whether or not this is available and the cost associated with each option.

EnvisionWare offers the broadest range of self-checkout platform options:

- Software for installation on library-supplied computers
- Component Model – 21-inch touch screen unified system with receipt printer and RFID pad.
- X11 Series includes fully integrated systems with 21-inch touch screen, Windows 10 Professional, Solid State Drive, Integrated RFID pad, Kiosk style printer, 1D/2D smartphone-ready barcode scanner.

Models:

- X11 Countertop – Portrait – White
- X11 Countertop – Portrait – Black
- X11 Countertop – Landscape – White
- X11 Countertop – Landscape – Black
- X11 Kiosk – White and Black
- X11 Kiosk – Black
- X11 Vending Kiosk – White and Black
- X11 Vending Kiosk – Black
- Electric, height adjustable counter
- X11 Sidecar¹ Standard – white or black
- X11 Sidecar Deluxe – white or black



¹The Sidecars are companion products to the Kiosks. The standard model provides a 1-level added shelf that is strong enough to support 50 lbs. The Deluxe version adds a secondary shelf that can accommodate the case controller on one level and purses and other items on the other level.

EnvisionWare designs systems for compliance with Section 508 ADA guidelines. Wheelchair access, height access limits and other factors are considered in all designs.

E-28. The proposed system must have the ability to display information from the patron record without compromising patron privacy, including number of items checked out and on hold, fine information, and any library messages.

The MyAccount page can be forced to always display based on admin preference, will display if a patron is blocked, or can be displayed by pressing a button on screen. Quantities are shown in screen but details like titles are displayed only when a patron presses a control to display details.

E-29. Describe your organization's NFC (Near Field Communications) initiatives.

EnvisionWare offers several NFC compliant systems and devices.

E-30. Self-checkout stations can be customized with a large number of colors or other options.

In addition to the above options, as shown in the following photo, EnvisionWare provided guidance to a local wrap vendor who created a custom look for the Erie County Public Library. Many of EnvisionWare's products are wrapped – EnvisionWare encourages the use of a local vendor so that the Library can control the look and organize future updates as needs change.



E-31. The proposed self-checkout system must display graphics to promote library and community programs/events.

An information portlet can be displayed and include Evanced program information, RSS feed from the library's website or other streamed data. The Library can enable an animated gif, created by the Library and used to promote programs and activities.

The top of screen displays the theme graphics. The lower portion of the screen includes animation to guide the patron in each step of the process. The animations change based upon each step as

well as the hardware configuration of the system. The administrator can enable NovelList recommended reads as an option.

E-32. The proposed self-checkout system must include features that recommend like reads for each item a patron checks out, as well as the ability to check those items out during the transaction.

If Emmet O’Neal Public Library elects a **NovelList Select for Self-Checkout** subscription, a display option appears for a patron to select one or more recommended reads for printing on the receipt or placing a hold. Most libraries would not consider holding up a station while patrons go away to locate recommended reads. The library would want patrons to have those items in hand as opposed to performing a checkout and then locating the items because the items may not be on the shelf, thus causing an invalid transaction.

E-33. Self-checkout software must allow staff to quickly and easily customize the user interface with minimal instruction.

OneStop self-service circulation software is the most customizable platform available anywhere. Out of the box the system can be customized by changing settings in a browser. Preferences exist for library logo, background color, button color, theme, and a range of other settings that affect workflow.

Version 3.0 of the software introduced the concept of themes. In this example, the **News and Events Theme** illustrates various configurable settings. Since OneStop is built on an Application Programming Interface (API), several customers have created completely custom user interfaces including systems that use fingerprint authentication to graphical interfaces that look completely different. Most customers use the onscreen preferences to alter the look and feel of the system.

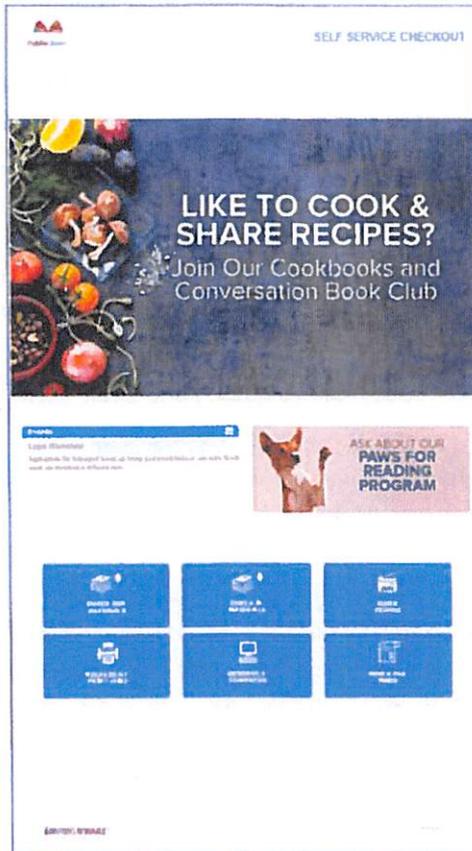
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Set text color preference in browser.

Series of included images based upon theme. continuous rotation.

Custom animated GIF to promote programs

Set button color preference in browser.

Set preference for default language, and enabled languages. Customize all translations.

E-34. Ability for staff to access self-checkout units remotely from a smartphone or tablet to customize on-screen features or run reports.

IOS and Android apps are available when EnvisionWare Enterprise Reporter Server is implemented. The EnvisionWare Central Management system option features iOS and Android clients that can remotely view and configure all current systems. Browser-based administration will be delivered as a native service in the forthcoming release. This new service is provided as part of maintenance.

E-35. Ability for staff to easily customize on-screen graphics and promotional banners.

100% of the system text is customizable. Customized text is persisted through upgrades. The library can change sound files as well.

The system is delivered with three (3) GUI designs.

- > GUI1 is very basic and built in HTML3. Simple changes can be made using a WYSISYG editor and the library has full control over the customization, even the workflow.

- > GUI2 is an updated appearance with HTML4 that is also highly customizable, including the workflow.
- > GUI3 is more easily customized, but not as fully customizable. This uses HTML5 and features a completely new GUI architecture that is more responsive and faster performing. GUI3 provides multiple out-of-the-box themes selectable by browser preference. The Library can also create a custom theme. Preferences are configured in a browser to change operating parameters, colors, themes, portlet contents and other appearance-related settings.

E-36. The self-checkout system must integrate with the library's digital content collection by promoting eBook and downloadable Audiobook titles similar to items checked out.

This feature is not available in the current release. EnvisionWare's CEO will share confidential information about a solution that will address this request under confidential terms.

E-37. Self-checkout unit must allow patrons to browse and instantly checkout eBooks and downloadable Audiobooks during check out.

This feature is not available in the current release. EnvisionWare's CEO will share confidential information about a solution that will address this request under confidential terms.

E-38. Proposed self-checkout system must promote library events directly from our online event calendar.

The calendar's RSS feed can easily be configured to display events on self-checkout stations. A simple preference is set in the browser configuration page.

E-39. The proposed self-checkout system software must be multi-functional, allowing staff to promote library events, recommended read lists, and eBook and downloadable Audiobook suggestions.

The system provides a portlet for promoting events, full support for NoveList recommended reads including viewing and printing abstracts and placing holds.

F. Fines & Fees

F-01. Credit card processing for the proposed system must interface to the Library's approved credit card vendor.

EnvisionWare provides versatile payment options in an ENTERPRISE solution that can be used to pay for:

- > Fines/Fees
- > Printing
- > Copying
- > Faxing
- > Scanning

Payments and account deposits can be made via the web and terminals.

Payment options include:

- > Credit Cards
- > Cash via vending devices
- > Library Deposit Accounts

EnvisionWare offers multiple processor options including:

- > Chase Paymentech
- > Elavon
- > First Data ISO
- > First Data North
- > First Data Omaha
- > TSYS

Processors pending certification:

- > Global Payments East
- > Heartland
- > Worldpay

F-02. Credit/debit card payment system is deemed PCI compliant by the PCI Security Standards Council. Vendor will provide documentation attesting to this fact.

The system is fully Level 1 PCI Compliant. It uses the least formidable SAQs for compliance. Terminals use P2PE SAQ and the web uses SAQ-A.

The system supports print payment, copy payment, fax and scan payment and fine/fee payment, displaying itemized fine details and permitting patrons to select which items to pay and the amount to pay per item (or a requirement to pay a line item fully.)

The system is delivered in partnership with Verifone, the leading payment company in the United States, which is used at most major retailers.

All details about PCI compliance, SSOC certification and EMV compliance are available via a login to the EnvisionWare Customer Center. The Library may contact the sales consultant, John Himes, for login credentials. This has the added advantage of seeing the Customer Center relationship management capabilities, the knowledge base and product documentation.

Breach Protection is included

F-03. The Library is able to set fines and fees thresholds, which will block a patron attempting to check out items once the maximum threshold has been exceeded.

Compliant. Sierra determines fine thresholds that result in blocks.

F-04. The fines and fees system will print a separate credit/debit card receipt from the checkout receipt.

Compliant. The EnvisionWare self-checkout system provides customizable receipts in each supported language. The administrator can alter the layout and content of receipts to suit the preference of each location or station.

F-05. Describe options for paying fines and fees at the self-checkout stations and what type of hardware/software is offered. Describe the process for paying fines at the self-checkout station.

Self-checkout stations can integrate with **EnvisionWare eCommerce Services™**. This system consists of software, credit card terminals and mounting options. Terminals can be attached to kiosks, placed on countertops, and mounted to coin/bill acceptors.

- Step 1: Patrons can click a choice to pay fines from a menu or be prompted to pay fines if blocked. The system then displays a list of fines and fees.
- Step 2: The patron selects the payment and chooses the payment method:
 - Cash from a vending device
 - Credit card from a terminal
 - Payment from a library deposit account

For credit cards, patrons swipe or insert the card and follow a typical retail style workflow.

- Step 3: A receipt is delivered to complete the transaction. If sufficient payment is made to clear a block, the patron can proceed to checkout.

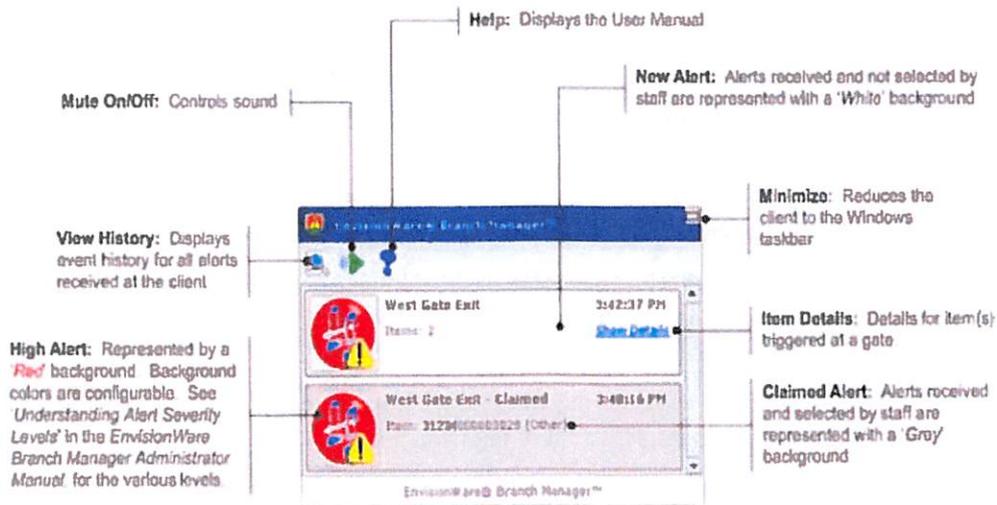
The eCommerce software can also be used for print, copy, fax, and scan in addition to fine/fee payment. It embeds directly into the PAC and it permits connection of credit card terminals into the Sierra staff client.

G. Reporting, Management, & Configuration Tools

G-01. Vendor offers comprehensive messaging and monitoring solution that allows staff to receive alerts in real-time for activity at self-checkout stations, units, and security gates. Describe.

Branch Manager is an application that provides communications infrastructure for RFID libraries. This product receives automated alerts from gates and self-checkout stations for security alarms, receipt issues, ILS outages, patron help requests and other alerts.

Some of the alerts include ILS outage, Offline Mode, Offline transactions pending upload, Out of Paper, Receipt Printer offline, patron Help Request, Gate Alerts and others. Each source is configurable. Alerts appears as pop-ups similar to messenger-type alerts as shown in the following illustration.



*Branch Manager Client - Pop-up alert on staff stations.
Once a staff member claims the alert it disappears from other stations.*

G-02. Solution will provide patron and item transactions by day of the week, patron and item transactions by hour of day, item count by item type, item count by item status, total item counts across each and every unit, and fines/fees transactions (whether by card or cash) at all self-checkouts, whether in one branch or across a system.

The software records transaction data locally and in a remote, centralized database. Emmet can run reports on each station and use central data with the optional EnvisionWare Enterprise Reporter software. The Library can run a broad array of reports and display grid data and visualizations in dashboards. Data can be exported into different formats as desired. Users can subscribe to the delivery of reports and create custom reports, graphs, and dashboards.

G-03. Self-checkout unit must be able to be remotely monitored from any staff station within the Library that also is connected to the ILS in the same network.

There are four utilities for remote management and monitoring that serve different purposes:

EnvisionWare Central Management is a suite that allows direct viewing of OneStop screens. Staff can view thumbnails of live systems and zoom in to see the full screen. Staff can remotely interact with the system and even sent chat messages to patrons. This system also supports changes to configurations, remote login, pushing updates and other management tasks.

TeamViewer is like the above but instead of being a Windows application it works via the web. The primary difference lies in the fact that Central Management works in a stealth mode so that it does not impose any pop-ups or other alerts to public users. This application is optional and typically purchased by customers that wish to have a hosted, web solution for remote viewing.

EnvisionWare System Monitor is installed with every EnvisionWare application. This utility is currently used to diagnose system problems, upload diagnostic files and create and update support cases from any application station. This system is included in annual maintenance.

EnvisionWare Branch Manager is the communication application that monitors systems for alerts such as paper outages, offline printer, ILS out of service or patron help requests.

G-04. Self-checkout unit must be able to be remotely monitored from any computer with internet access.

Compliant.

G-05. Monitoring of transactions and the status of each unit or other connected solutions can be done via a web-based system, which can monitor one self-checkout or many across a library system.

Compliant.

G-06. The proposed system must provide performance statistics. Describe available reporting features and the statistics that can be seen.

The system offers local reports and writes data to a central database. The centralized database contains number of checkout sessions, which options are selected, media types, peak periods and a large range of other data parameters. EnvisionWare Enterprise Reporter is used to display dashboards and reports with this data.

Enterprise Reporter is the most powerful public library analytics platform available. As delivered the system provides reports across multiple EnvisionWare applications. The system can be connected to Sierra to extract data and to connect to other data sources so that Emmet O'Neal Public Library can develop a global picture of library data. Reporter can connect to virtually any database and it can create virtual joins through drag and drop actions. This system is remarkably easy to use yet scalable to support the largest of libraries. One customer's size circulates more than 60,000,000 items per year.

G-07. Staff must be able to configure individual or multiple self-checkout stations within a site or system-wide by logging in to a web interface on any staff station, with these changes being pushed to all units across a system or a branch.

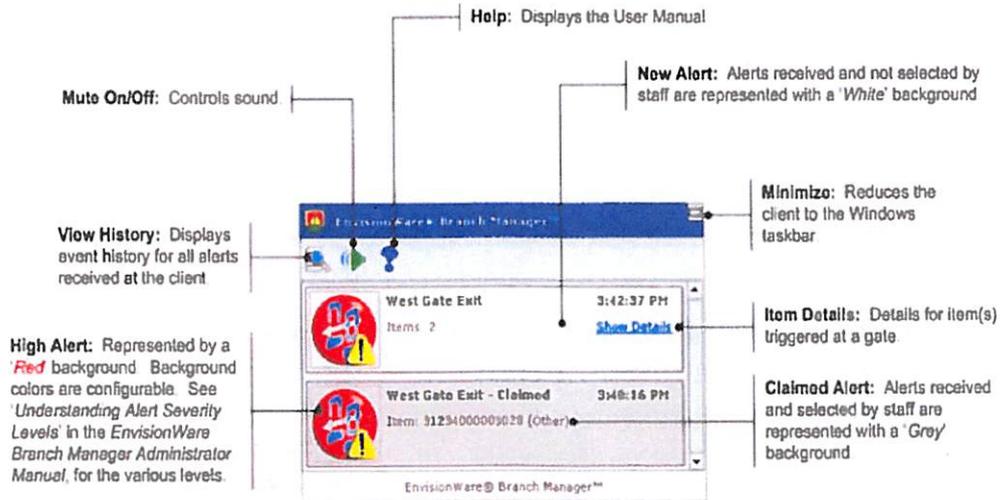
The optional Central Management application permits staff to remotely view the station, interact with the software and sent a chat message. In v3.1, browser-based global administration will be available as described in the requirement.

G-08. Staff must be able to monitor the status of individual or multiple self-checkout stations or security gates within a site or system-wide, and will be alerted to the status of each station, including if patron requires assistance, receipt paper is running low, station has gone offline, etc. Staff must be able to perform this function by logging in to a web interface on any computer with internet access.

Compliant with Branch Manager

G-09. Explain how staff are alerted to any issues and by what means.

Branch Manager is an application that provides communications infrastructure for RFID libraries and issues alerts as pop-ups similar to messenger-type alerts as shown in the following illustration.



Alerts can also be displayed in a browser.

G-10. Staff must be able to run and view diagnostic logs for each self-checkout station to ensure they are operating properly by logging in to a web interface on any staff station.

Compliant.

G-11. Describe how reports are generated and in what formats they can be exported.

Local reporting is viewed in a browser and printed to the receipt printer or a network report printer. Data includes number of checkouts by media type, check-ins by media type and renewals by media type.

Enterprise Reporter provides information about sessions, average session length, average number of checkouts per session, reports for time of day, data separated by media type, button choices used by patrons and much more. Reports can be easily customized. Reports export to csv, xls, PDF and image. Native iOS and Android apps are provided with the server system.

H. Detection System

H-01. The proposed system must have a read range of no less than eighteen inches (18") in either direction of each gate.

Compliant.

H-02. The proposed system must use 13.56 MHz ISO 15693-3/ISO 18000-3 mode 1 RFID technology.

EnvisionWare RFID Systems support the following STANDARD data models:

- ISO-28560-2
- ISO-28560-3
- Danish Data Model

EnvisionWare also supports PROPRIETARY data models from the following vendors:

- 3M (multiple models)
- Bibliotheca (multiple models)
- Checkpoint ISO
- ITG (multiple models)
- Libramation
- PV Supa
- ST LogiTrack
- Tech Logic (multiple models)
- VTLS
- Item ID Remap

The unique *PDF Technology* in the EnvisionWare *RFID Software Suite* provides the fastest performance regardless of the data model in use. There is no configuration required – the system will interpret tag data and apply the appropriate model automatically.

The RFID Software Suite can also *dynamically re-encode on-the-fly*, which means that customers using outdated, proprietary data models can convert existing tags to the ISO-standard as part of the regular circulation process.

H-03. The detection systems must be shielded from external interference from light fixtures, elevator motors, etc.

Compliant.

H-04. Security pedestals must not damage or erase magnetic material.

Compliant. Protection of the Library's collection is of utmost consideration. Whether the gentle handling of EnvisionWare Modular Sorters or the simple operation of a Media Case Controller for checking out and unlocking media, none of the systems will pose any harm to library materials.

H-05. The proposed detection system must include a patron counter which can be reset by library staff.

Compliant.

H-06. Pedestals must have the option to remotely access patron counter stats and reset to zero via an Ethernet connection to the library's network.

All EnvisionWare gate systems include integrated people counting technology. Gates can detect entering and exiting patrons but EnvisionWare recommends focusing only on counting a single direction. For a variety of reasons counts can be inconsistent between entering and exiting patrons. This is particularly the case for Feig gates, which use a radar-based people counter. While the radar system offers a unique feature for operating in a low power mode until a patron approaches to exit, the radar can also trigger a count for someone passing in front of gates that is not actually exiting. Contrast this with EnvisionWare's ProLine™ RFID gates that count only when someone passes through the aisle between pedestals and do not have the same potential for false counts.

People counters aggregate data into the internal system. Branch Manager alert software monitors gates and retrieves gate count data, recording it into a local or centralized database. Emmet O'Neal Public Library staff can report on people counts and gate alerts. EnvisionWare does not recommend clearing people counters although it is possible to do so. By retaining the data, Libraries can report on 'forever history', comparing people counts month over month or year over year. Since all data is provided in browser-based reports, there is no need to physically visit gates to obtain people count and alert reports.

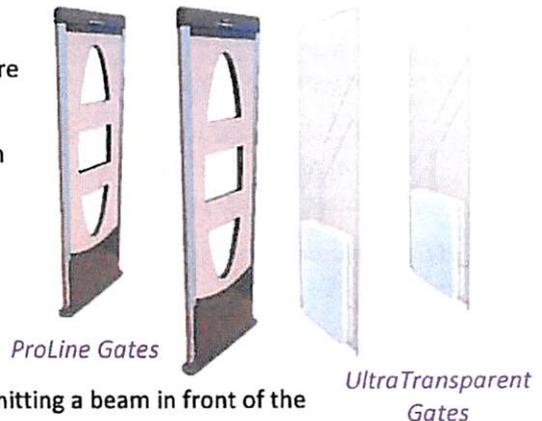
H-07. Security pedestals should perform bi-directional patron counting.

EnvisionWare offers two gate systems:

UltraTransparent gates are manufactured to EnvisionWare specifications by Feig Electronics.

ProLine™ gates are manufactured by EnvisionWare. Both systems offer similar performance characteristics. UltraTransparent gates use a clear acrylic. The ProLine series features a classic gate design. The primary differences between the systems other than price are in the people count system and redundancy.

UltraTransparent gates use radar detection that can also be used to operate gates in a low power mode by emitting a beam in front of the gates as patrons are approaching for exit. This allows the gate to activate before a patron arrives between gate pedestals. The ProLine system also features bi-directional counting, but it cannot operate in a low power mode. ProLine gate pedestals can function standalone so that the failure of one pedestal does not impair the operation of the other, offering a higher level of redundancy.



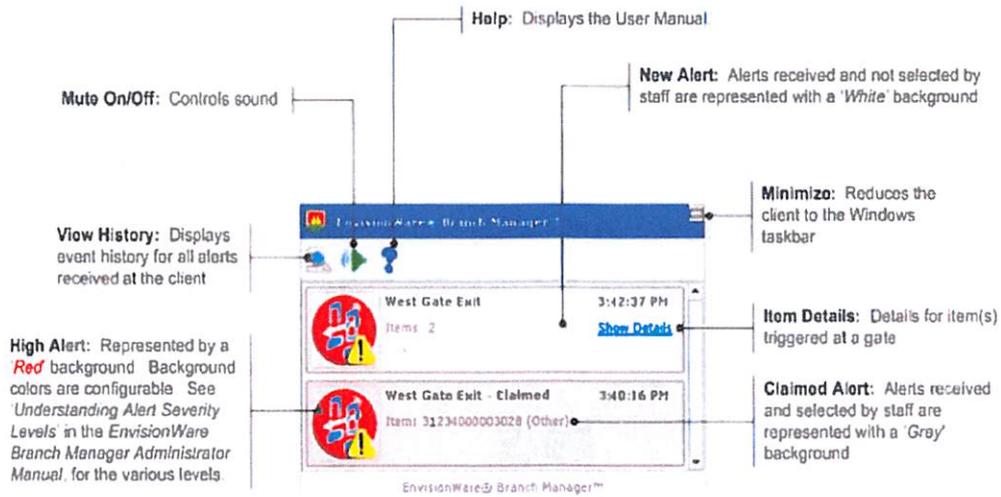
H-08. The proposed system must be able to issue visible and audible warnings.

Compliant.

H-09. The proposed system must provide software alerts for staff indicating as to the reasons gates are alarming in real-time, including title of item(s) and whether or not it was properly checked out.

Branch Manager is an application that provides communications infrastructure for RFID libraries. This product receives automated alerts from gates and self-checkout stations for security alarms, receipt issues, ILS outages, patron help requests and other alerts.

Some of the alerts include ILS outage, Offline Mode, Offline transactions pending upload, Out of Paper, Receipt Printer offline, patron Help Request, Gate Alerts and others. Each source is configurable. Alerts appears as pop-ups similar to messenger-type alerts as shown in the following illustration.

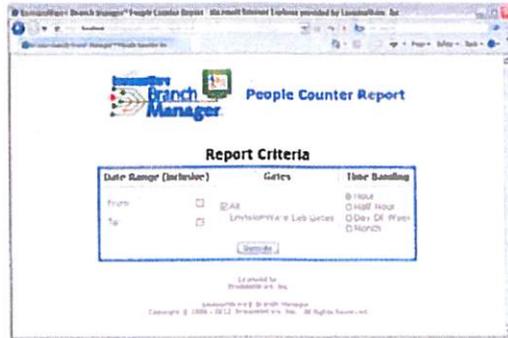


*Branch Manager Client - Pop-up alert on staff stations.
Once a staff member claims the alert it disappears from other stations.*

H-10. The proposed system gate software must provide comprehensive reporting tools. Please describe.

Branch Manager records all alert conditions and provides online reports via a web browser. Three reports are available:

People Count Reports



Report showing the count of people passing through gates by date range. The report can include all gates or selected gates.

Active Alerts – a real time, auto-updating display of gate alarms as they occur



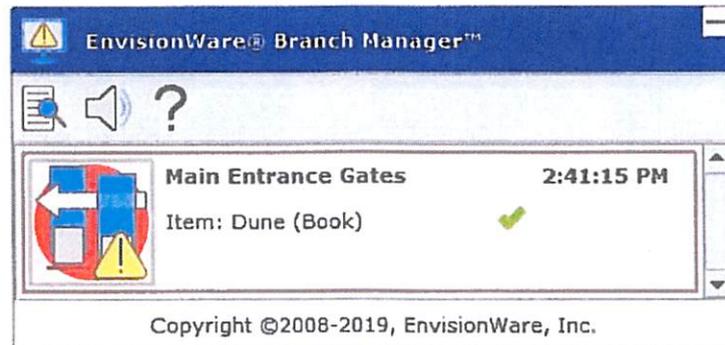
Active Alerts displays gate alerts in real-time. This web report is often used by a security officer, on a portable device or in some cases, on a large display adjacent to gates.

H-15. The proposed system must offer multiple installation options. Describe.

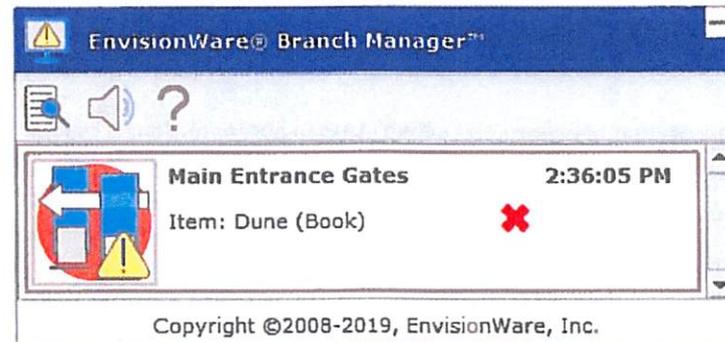
Gates can be installed where conduits have been provided or using surface cabling that is covered by ADA-compliant metal thresholds. EnvisionWare installs hundreds of gate systems and has never encountered a situation where installation could not be accommodated.

H-16. Vendor supplies accompanying software with gates that allows the Library to monitor foot traffic, be alerted to security issues, and verify whether items have been checked out properly or not.

Compliant. Branch Manager records all alert conditions and provides online reports via a web browser as well as live alerts. The pop-up and browser displays provide indicators to show whether an item is checked out, not checked out or has an unknown status.



Alert showing item properly checked out



Alert showing item that has not been properly checked out

H-17. Provide the distances at which the security gates must be installed from other RFID or electronic items and/or metal shelving so as not to incur interference.

Gates can detect items within approximately 18 inches on each side. Items should not be placed any closer than 20-22 inches and more ideally at 30 inches. EnvisionWare engineers can ensure that gates will operate in virtually any environment with rare exception.

I. Portable Handheld Reader

I-01. The portable handheld reader must feature an easy-to-use, generously sized touch screen display. Compliant

The portable system consists of the most powerful battery operated handheld reader and a compact, lightweight Windows tablet. The lightweight tablet provides a touch screen display and a detachable keyboard.



The Wi-Fi blade reader is the most powerful shelf reading device available. The device measures 18 inches high by 10 inches deep by 1 inch thick (460x260x27mm) and weighs less than one pound. The tallest shelf is easily within reach when considering a person that is 5 ft. 6 inches tall has a total reach with antenna of seven (7) ft. (2133mm).

I-02. The portable handheld reader must incorporate an ergonomic design, to aid user in reading shelves at all levels, be easy to use and be relatively non- stressful to wrist, arm, shoulder, and elbow. For ergonomic purposes, reader must not weigh more than 1.75 lbs. State weight of unit.

The weight of the handheld device with battery is 21 ounces (.6kg). The tablet would typically be placed on a nearby shelf or cart.

I-03. The portable handheld reader must have built-in diagnostics for troubleshooting. Describe.

Compliant. The portable system has diagnostic capabilities to identify problems.

I-04. The portable handheld reader system must have the capacity to read multi-line, fixed-length-field, or delimited-field records from an electronic file containing shelf or search lists and create a portable database for use in a portable handheld RFID reader.

Compliant.

I-05. The proposed portable handheld reader must accommodate data collection simultaneously with other functions.

Compliant.

I-06. The handheld reader must direct the user to items on “pull” lists and provide a method to keep track of which items have been found and which have not been found.

Partial Compliance.

The portable system can direct users to items on lists. It tracks items found for inventory collection. It does not track items on pull lists on the assumption that these items will be pulled as staff locates the items.

I-07. The proposed portable handheld reader must accommodate data collection of more than one million items to collect and store identifiers of items scanned and store those items in user-defined categories for upload.

Partial Compliance.

The system can collect an inventory listing of all items detected. It can trigger alerts based upon an array of user-defined categories. It cannot store detected items in user-defined categories.

I-08. The proposed system must assist a user with sorting items on a shelf or cart.

Compliant.

I-09. The proposed system must assist a user with item searches.

Compliant. The system can read process information on carts and shelves, alter security settings, detect specific items on lists, and perform other services.

I-10. The proposed system must identify items on multiple user-defined search lists (e.g., missing, claims returned, billed, lost and paid, inventory).

Compliant.

I-11. The search capability must be active during data collection, sorting, pulling, and finding functions.

Compliant.

I-12. The proposed system must assist the user with finding items on hold (reserve) or weed lists or other user-defined lists available from the circulation system.

Compliant.

I-13. The proposed system must allow a user to identify individual items that have not been properly checked out and have caused an alarm of the detection system. This capability must also allow the user to scan items on library carts or shelves to identify individual items that have not been properly checked in before re-shelving.

Compliant.

I-14. The proposed system must create files containing lists of collected data, lists of items pulled, and lists of items not pulled. Describe file formats available.

Partial Compliance.

The system supports two methods of taking inventory:

- Collect items into a file as they are read
- Validate the existence of items from a list loaded into the system

The system does not support list of items pulled and not pulled.

I-15. The proposed portable handheld reader must have an audible tone and visible indicators to verify item has been identified.

Compliant.

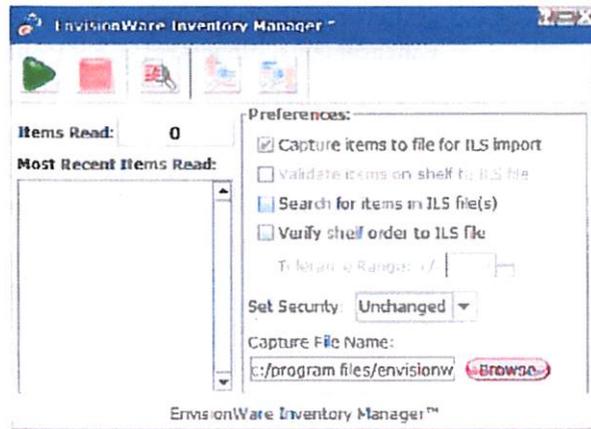
I-16. System must be able to scan shelves by waving a wand along the base of book shelves without having to stop for each item.

The Inventory application has been designed to be simple and easy-to-use.

Taking Inventory

Inventory stock take can be processed in one of two modes:

- > Capture Mode – In this operating mode the system will capture the item ID of all items detected as the RFID Wi-Fi Blade Reader scans the shelves. As items are detected the count will increase and the item IDs will display in the scrolling window.
- > Validate Mode – Using the Validate Mode, staff loads a shelf list into the system. The application will validate the presence or absence of items loaded into the system.



Searching Shelves

The application can perform search functions. Staff creates one or more lists from data in the ILS such as Weed, Hold Items and/or Claims Returned. The file name for each list is the title that will be displayed when an item is detected by the RFID reader. Upon detection, the system will display the list title, i.e. Hold Item followed by information about the item such as title, item ID, call number, etc. Any number of lists can be loaded into the system.

Shelf Order

A third core function of the system is Shelf Order. Load a shelf list, which is sorted by call number. Set the acceptable tolerance – the number of items that a shelf order can be out of sequence. Note that since RFID systems read multiple items at one time, there is no easy way to detect perfect 1:1 order using any RFID system. The Reader can be configured for low power, which offers a more granular shelf order detection, but with a range of about +/- 5 items. Higher power will operate faster and ensure better detection, but the range might be more like +/- 10 items.

Security Toggle

The fourth function is security management. The system can be configured to enable, disable or ignore security. This might be used to toggle security in batches. It was designed to assist libraries migrating from legacy systems to EnvisionWare. Some legacy systems used non-standard security

settings, which may allow interference from other industry RFID systems, i.e. retail security. The application can scan shelves and switch the security setting to the proper industry-standard value.

J. Support and Maintenance

J-01. Vendor must offer in-house Support team. Describe this Support team and the services it provides in detail.

Emmet O'Neal Public Library staff can use four methods of requesting support:

- > **Customer Center – Online Portal/Email**

The EnvisionWare Customer Center is a comprehensive self-service portal into the Library's customer relationship. Billing, maintenance records, project status, knowledge base, enhancements, support cases, library marketing kits and more services are available from the online system.

To log a support case, log into the Customer Center and select Contact Support. A form opens to facilitate entry of information about the issue. The person entering the Case will receive an email confirmation. Support will engage by email and telephone until a resolution is achieved.

Support cases can be linked to enhancement and defect Issues. Customers can view linked Issues from a choice on the menu.

- > **Toll Free Telephone**

Call the direct toll-free number, 888-409-0888 to reach technical support. 95% of all incoming calls are answered directly by a technician. The Service Level Agreement defines the maximum time for a response. Telephone support is available during standard support hours or 24x7 depending upon the support level included with purchase.

- > **LiveChat**

From any computer, log into LiveChat from the Customer Center to discuss a support issue with a support technician during standard business hours.

- > **EnvisionWare System Monitor**

This application is installed wherever EnvisionWare software is installed. Invoke the Console by right-clicking the icon in the system tray. Use Customer Center credentials to log in. Here Emmet staff can run a system diagnostic of the local computer and upload the information to an existing or new support case. Staff can add details directly in the System Monitor console.

J-02. (a) Vendor must have a priority phone line that only designated customers can access and use.

Support operates 24x7x365 for circulation customers. At any hour Emmet staff can call 888-409-0888 to speak directly with a technician. A special PIN is assigned that grants access to customers covered by EnvisionWare's 24x7 Platinum level support programs. This PIN would be assigned to Emmet O'Neal upon go-live.

J-02. (b) Vendor has 24 hours a day toll-free number that Library staff can call for support.

Compliant. Support operates 24x7x365 for circulation customers. At any hour Emmet O'Neal staff can call 888-409-0888 to speak directly with a technician.

During the hours of 8:30am to 7:00pm Eastern Time, Monday through Friday, support cases submitted *online* will be managed. Customers can also open a LiveChat session with support from any computer.

J-03. Vendor must have an online portal that customers can log into 24/7, and accomplish the following:

- Check on the status of their helpdesk tickets/cases
- Have a forum to speak with other customers
- Be able to view current assets and their locations across the system, as well as the date that they were installed
- Log new support cases
- View help desk notes relating to cases

Compliant. Furthermore, customers can review their maintenance account and billing info, pay maintenance online, view installation status, search the Knowledge Base, download updates and new versions, access the latest documentation, access APIs, view defect and Library enhancement requests, and open a LiveChat session with Support.

J-04. Vendor must utilize trained technicians who are authorized to service the proposed system. Identify each of the following: the business name(s) and business addresses of the firm or entity nearest the Library that is authorized and trained to service your System; the names and addresses of technicians in Alabama (if any) that are authorized and trained to service your System; and the services that the above noted firms and technicians are authorized to provide.

All support technicians are trained on a per product basis. Technicians must pass a certification exam before being permitted to provide support for each product.

Implementation Consultants are experienced at a variety of installations and across all products a Consultant installs. Some projects may require more than one consultant if the product expertise requires another individual. A single Consultant will oversee the complete project schedule.

EnvisionWare support personnel are in regions across the United States. A backup network of 200 service technicians provide emergency hardware repair services when EnvisionWare technicians cannot be onsite within the Service Level Guarantee. With rare exceptions a technician can be onsite at any customer location in 4 hours. On rare occasions in areas such as plains states the response time should still be within 6 hours.

J-05. Vendor's technicians must have taken at least 80 hours of classes to service RFID components, such as kiosks, security gates, etc.

All support technicians are trained on a per product basis. Technicians must pass a certification exam before being permitted to provide support for each product.

Implementation Consultants are experienced at a variety of installations and across all products a Consultant installs. Some projects may require more than one consultant if the product expertise requires another individual. A single Consultant will oversee the complete project schedule. Any consultant assigned to manage the Library's project will have had experience in installing over 100 library RFID systems.

J-06. Vendor's installers must have demonstrated capability in their field to install RFID components, such as kiosks, security gates, etc.

Project Support Personnel

EnvisionWare provides all installation and training services by full-time experienced staff Implementation Consultants, **not by third party outsourced providers**. Each person has experience in the deployment of self-service systems at hundreds of libraries. Collectively, EnvisionWare systems have been deployed at over 12,000. A total of 18 technicians are on staff to assist with the deployment and support of systems.

The Implementation Consultant(s) for each product is/are assigned upon execution of a contract. A Consultant is selected based upon expertise required and the ability to meet Emmet O'Neal Public Library's schedule. In consideration of employee privacy EnvisionWare does not share personal staff directory information in a public bid. The Company affirms that only a skilled, well experienced professional that has successfully deployed RFID systems at 100 or more libraries will be assigned to lead on Emmet O'Neal Public Library's project.

J-07. Parts. (a) Vendor's technicians must be able to procure commonly-used replacement parts and components and make them available for the Library System within twenty-four (24) hours of need.

EnvisionWare stocks parts in Atlanta, GA; Columbus, OH and Las Vegas, NV. Support technicians carry common spare parts.

EnvisionWare provides rapid response guarantees that include penalties for a failure to meet the SLA. Details about the Service Level Agreement are provided in the [Sample Agreement](#).

J-07. Parts. (b) Vendor has a parts & components supply house located in North America from which commonly-used replacement parts and components for the Library System can be procured. Name this parts supply house and state its address

EnvisionWare stocks parts in Atlanta, GA; Columbus, OH and Las Vegas, NV. The Atlanta warehouse is located at 2855 Premiere Parkway, Suite A, Duluth, GA 30097-5201.

J-08. Vendor must guarantee that a certified technician will be on-site at the Library within 8 business hours of the Library request, if on-site maintenance is required.

The Sample Agreement defines the SLA's for Platinum support. 90% of all incoming calls are answered live. EnvisionWare guarantees a call back to any message within 2 hours. Onsite service will be dispatched within 4 hours of determining a site visit is required. The maximum time to remedy a major outage is 48 hours but this would be an extreme situation. Generally speaking, EnvisionWare resolves the majority of cases on the first event.

Details about the Service Level Agreement are provided in the [Sample Agreement](#).

J-09. Vendor must offer priority software version upgrades for all self-checkout components.

Customers under maintenance are licensed to download all hotfixes, service packs, and new feature releases at customer convenience. All updates are cumulative, which means that a library can skip an update if the release does not include a required capability. All subsequent releases will include prior updates.

Customers can download and update software any time it is convenient. The standard support agreements assume that customers will perform downloads which amount to running an installer either locally at a machine or remotely via a login script. (A PlatinumPlus support program includes upgrades as part of having a resident technician. This is a premier service for larger deployments.) Support will assist customers with questions about upgrades. If a customer requires upgrades to be performed by EnvisionWare, the upgrade can be scheduled with Professional Services for an hourly fee. Upgrades amount to running an installer which means that a typical station upgrade takes only a few minutes. An upgrade to a server-based system like eCommerce or Enterprise Reporter Server may require more.

EnvisionWare continually updates applications to provide new functionality as well as changes to accommodate compatibility or defect corrections. Features are driven primarily by customer feedback.

Software updates fall into four categories:

- **Generation Releases:** These represent major rewrites of an application and occur about every four to six years.
- **Feature Releases:** Most products offer one to two feature releases per year. Some products are updated three times a year.
- **Service Packs:** These represent bug fixes that undergo extensive regression testing. The number of service packs can vary between one to four per year.
- **Hotfixes:** These represent patches, which are released as needed. Some hotfixes are released within a day for critical issues.

Releases are announced via four different methods:

- **Twitter:** Followers of @EnvisionWare receive instant notices of every update

- **User-to-User Forum:** Subscribers can view release information and subscribe to sections of the forum for email updates
- **Product Announcements:** These are general email announcements for major enhancement releases
- **AlphaBytes Newsletter:** This emailed newsletter provides an overview of all releases that occurred in the preceding quarter.

Customers can log into the *EnvisionWare Customer Center* any time to:

- **View Release Notes:** Release Notes are published for all new features and defects.
- **Download updates**
- **Access the latest manuals:** Manuals are updated for all feature releases.

Updates are cumulative, which means that Library staff can choose which update will be downloaded and installed. Customers can skip releases and download and install only when an update provides a required new feature or defect correction.

When anyone on the library's staff reports a problem, or requests an enhancement, a notice is emailed automatically to the user making the request. This notice includes details about the development issue and product version.

K. Other Technical Specifications

K-01. All software purchased by the Library must allow user access to function under "user" rights and not require additional or elevated rights (super user or administrative) for anything other than installation and updates.

Compliant.

K-02. All client side software must run in Windows 7 and Windows 10 (64 bit) or the latest macOS fully updated and patched to the existing patch level at time of installation.

Compliant. EnvisionWare maintains compliance with the latest version of Windows. Staff applications are not certified for us on macOS.

K-03. All server side software must run on Windows Server 2008 R2 or Server 2012 R2 fully updated and patched to the existing patch level at time of installation. The ability for the software to be virtualized using Hyper-V is preferred.

Compliant. EnvisionWare maintains compliance with the latest version of Windows Server. Both metal and virtual server platforms are supported.

K-04. If the application supports individual user accounts, Active Directory enabled accounts are desirable. If Active Directory integration is not possible, individual user accounts residing within the application must have user passwords stored in an encrypted fashion.

Not applicable. Staff will be interfacing with Sierra.

K-05. All database software must be Microsoft SQL 2014 SP1 updated and patched to the existing patch level at time of installation.

EnvisionWare stores statistics in MySQL, which was selected because of performance and cost mitigation for libraries. No server or access licenses are required.

K-06. All software must be able to coexist with the Library's, antivirus software (Avast, Norton, Microsoft) at the end point.

Compliant. EnvisionWare's systems are designed to interoperate with existing Emmet O'Neal's infrastructure.

K-07. It is expected that the vendor will maintain patch releases in accordance to those patches released by Microsoft and the other vendors listed above for the products we have in use. Describe the past patch releases in relation to Windows release cycles.

EnvisionWare serves over 12,000 libraries and operates on well over 300,000 Windows computers. As such EnvisionWare must maintain ongoing compliance with the latest releases of Windows.

K-08. If the Vendor's software cannot be patched with the latest OS patches in the same timeframe as the rest of the Library's systems, the vendor must provide to the Library a timeline for patching and must describe, in detail, the efforts that the vendor makes to keep its software compliant with the latest releases of client side and server side operating systems.

Not an issue – EnvisionWare maintains compliance with Windows releases per above.

K-09. All computer and network hardware will be purchased and administered in accordance with current computer hardware and networking policies – The Library currently has Dell workstation class client computers (minimum of an Intel® Core i-7-4510U, 3.0GHz, 10MB cache and 4 GB of 1600MHz DDR3 Non-ECC RAM) and Dell rack mount PowerEdge servers (2 Intel Xeon E5-2620 2.00GHz, 15 M Cache, 7.2GT/s QPI, Turbo, 6 C, 95W, Max Mem 1333MHz Processors 7 600GB Hard Drives: 10K RPM SAS 6Gbps 2.5in Hot- plug,3.5in HYB CARR

32GB in 16 4GB Memory Cards: UDIMM, 1333 MT/s, Low Volt, Dual Rank, x8 Data Width; SAS Hard Drives in RAID 10 configuration). Unless otherwise necessary, the City will purchase and maintain all computer and networking equipment.

EnvisionWare staff systems will operate on the above platforms. Computer systems in self-checkout kiosks and countertops are integrated into the systems and supplied by EnvisionWare. If any component desktop checkout systems are purchased, EnvisionWare supplies Lenovo desktop systems.

K-10. The Library has a defined network addressing scheme and all hardware requiring IP addressing must conform to the Library's addressing scheme.

Understood.

K-11. All networking equipment must be Cisco branded.

EnvisionWare is not providing networking equipment in this proposal.

K-12. All networking equipment will be programmed and maintained by Library staff.

EnvisionWare is not providing networking equipment in this proposal

K-13. All public facing systems must conform to the extensive security requirements of Library and must be approved by the Library IT Manager.

Understood.

K-14. Vendor access to the Library's system will be through the most secure mechanism as determined by the Library's IT Manager and will be limited to those systems for which the vendor provides software support.

Understood.

K-15. All server systems will be located in the secured server facilities maintained by Library.

Understood.

K-16. All software must co-exist with Comprise Smart Money Manager, Microsoft Office 2010+, Adobe Creative Suite, Innovative Interfaces, Inc Sierra, and Google Chrome.

Compliant with all of the above except Smart Money Manager. EnvisionWare is proposing an alternative to this system which is supplied with breach protection insurance and is PCI compliant using the least demanding SAQs for compliance. EnvisionWare's eCommerce system provides web-based payment and account deposit capabilities as well as credit card terminal support and interoperates with fine/fee, print, copy, fax and scanning systems. All support including transaction support is provided by EnvisionWare 24x7. The ecommerce system is the native solution for Ill Polaris and used by libraries across the US, Canada, Australia and Europe. The system is backed by Verifone, the nation's leading provider of payment solutions.

K-17. All web-based portals must be accessible through Microsoft Edge, Internet Explorer, Google Chrome, Mozilla Firefox, and Safari.

Compliant.

K-18 Vendor should state & provide electrical and data/power requirements for its proposed products, including minimum required PC and LAN specifications.

RFID staff stations will simply be connected to the Library's existing circulation and technical services systems – no changes required. PCs that run Workflows should be sufficient to operate the additional RFID integration software. Power and a USB connection to a PC running Windows and Sierra is required.

A Windows server, VM, or Windows desktop should operate the Branch Manager software that sends gate alerts and ILS outage messages to staff stations.



EnvisionWare Kiosks and/or desktop self-checkout systems and RFID gates include an RJ-45 Ethernet connector. AMH systems connect to the library network via RJ-45 Ethernet. Interface with the AMH would be by standard internet browsers.

Wireless connectivity is an option for all systems. In addition to RJ-45 Ethernet and Wi-Fi, EnvisionWare also offers Ethernet-Over-AC for RFID Gates.

From a bandwidth perspective, staff functions do not change since those functions are performed by Sierra as before. All self-service solutions that use SIP2 represent lightweight impact to the network because the SIP2 protocol is one of the lightest protocols available. Many messages can be as small as 500 bytes.

MySQL may be installed on an image or Windows hardware. Often, an existing server may be used but this depends upon other applications running on the same hardware. MySQL is not transactional – it is a data storage service for reporting only.

**EXHIBIT C FOR
EMMET O'NEAL PUBLIC LIBRARY**

The Bidder Qualification Form is included. Please see the Supplemental Information section for additional details.

**EXHIBIT C - BIDDER QUALIFICATION FORM - BID NO. B-2019 0104-474
FURNISH RADIO FREQUENCY IDENTIFICATION SOLUTION FOR LIBRARY**

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business: EnvisionWare, Inc.

Principal Business Address:
2855 Premiere Parkway, Suite A
Duluth, GA 30097-5201

2. Business Contact(s)

(a) Primary Contact (NOTE: The Primary Contact should attend any Pre-Bid Conference, if one is required in connection with this Bid.)

Name: John Himes
Title or Position with Company: Director of Sales and Library Business Development
Day Phone: 678-382-6552
Email: jhimes@envisionware.com
Street Mailing Address of Contact: 2855 Premiere Parkway, Suite A
Duluth, GA 30097-5201

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact.

Peton Nielsen, Sales Representative - Self-Service Solutions, 678-382-6561,
pnielsen@envisionware.com, 2855 Premiere Parkway, Suite A, Duluth, GA 300697-5201

3. Business History

(a) How many years has your organization been in business? 20

(b) How many years has your organization operated under its present business name?
15 - see attached.

(c) Under what other or former names has your organization operated?
See attached.

(d) Type of Organization:

(1) If your organization is a corporation, answer the following:

(i) Date of incorporation: October 29, 1998
(ii) State of incorporation: Georgia
(iii) President's name: Michael J. Monk

(2) If your organization is a partnership, answer the following:

- (i) Date of organization: n/a
(ii) Name(s) of partner(s) n/a

(3) If your organization is individually owned, answer the following:

- (i) Date of organization: n/a
(ii) Name of owner(s): n/a

4. Experience Supplying & Maintaining RFID Systems. On a separate sheet, furnish evidence that your firm has had at least five (5) years' experience supplying solutions and performing contracts involving RFID Systems like those contemplated in this Bid. Describe these experiences in detail, including not limited to, the periods in which you have furnished such goods, the nature of your services, your business addresses, the types of customers you have served and the gross annual revenue earned by your firm in the years in which you have performed. Also provide the following information on this sheet:

- Details of any parent company, partners, and suppliers, as well as the nature of the bidder's relationship to them.
- Details of any sale, acquisition or merger anticipated by the vendor.

5. Prior Contracts to Furnish RFID Systems for Libraries. On a separate sheet that you attach to this Form, please provide the information requested below as to each Library or Library System with whom your firm has had a contract during the last five (5) years to supply and install an RFID system and perform a contract like that requested in this Bid. As to each such customer, please provide the following information:

- (a) Name and address of each Library or Library System with whom you contracted or had similar service arrangement;
- (b) Name of a reference & contact information for each such Library or Library System, including contact name(s), email address(es), and phone number(s);
- (c) The date(s) of such contract or installation..
- (d) The ILS in use on each such project, including version number; and
- (e) Whether the Library that you served used the Innovative Interfaces Inc. Sierra ILS.

6. Key Personnel. On a separate sheet that you complete and attach to this form, identify all key personnel in your organization that your firm will assign to perform its responsibilities under the Contract, including, but not limited to, the person who will have that primary supervisory function to implement the proposed RFID system. In addition to listing each such person's name and title, please provide the following information and any other qualifications for such persons that are relevant to performing the Contract":

- Provide experience, qualifications, and role for each person who will be participating in the project. That is, state the background of each team member, years of experience, length of employment with your firm, and experience providing the products requested in this document.
- Include a list of relevant and successfully completed projects by these team members.
- Provide the name of the person who will direct the overall project throughout the duration of the contract and key responsibilities. Include any subcontractors.

- Include an organizational chart for the proposed project team, identifying the team leader, and all roles and areas of responsibility.

7. **Subcontractors.** If your firm is awarded the Contract, do you intend to subcontract any of your responsibilities under the Contract to third parties? Yes ___ No X. If your answer is in the affirmative, please state the following:

(a) What functions or services will be performed by subcontractors?

n/a

(b) State what percent of all labor operations needed to perform the contemplated Contract will be performed by your own employees and any subcontractors?

100 % performed by your employees 0 % subcontractor operations

(c) As to each subcontractor that you intend to utilize to perform your responsibilities under the Contract, please list below each subcontractor's name, type of work or services it will perform, years of experience, and any other qualifications that are relevant to it performing your obligations under the Contract:

n/a

8. **Resources.** State in detail below the resources (including, but not limited to, the number of employees, number and types of vehicles, supply sources for RFID components, equipment and replacement parts, and financial reserves) that you have available to perform the contemplated Contract during its term:

See attached.

9. **Certifications or Licenses.** List any certifications or licenses that your organization currently has or holds with respect to its performance of the obligations under the Contract. Also please attach a copy of these Certifications or Licenses to this Form.

n/a

10. **Insurance.** If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your Comprehensive General Liability (including completed operations and contractual liability coverage), Automobile Liability, and Worker's Compensation coverage that is required in Specification VI (c) 3.

11. Claims History

(a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with

regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes _____ No X

If yes, for each such contract, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

n/a

- (b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer? Yes _____ No X

If yes, for each such contract, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

n/a

- (c) Within the last five (5) years, have any of your clients or customers formally declared your organization in default or that has breached a material obligation in any agreement to provide services?

Yes _____ No X

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

- (d) Has your organization ever failed to complete any work or contract awarded to it?

Yes _____ No X

If yes, please provide all details related to such matter.

n/a

- (e) Are there any judgments against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied?

Yes _____ No X

If yes, please provide all details related to such matter:

n/a

- (f) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.) Yes _____ No X

If yes, please provide all details related to such matter.

n/a

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder:

EnvisionWare, Inc.

(Type or Print)

By: Candice G Oliver

Signature

Candice G. Oliver

Printed Name

Its: Proposal Writer and Contracts Administrator
Title of Authorized Representative

Sworn to and subscribed before me on this 30 day of January 2019.

Dellana Jana Howell

Notary Public

My Commission Expires

07/13/2022

Commission Expiration Date

SUPPLEMENTAL INFORMATION

C3: Business History

b. How many years has your organization operated under its present business name?

EnvisionWare filed status as a Georgia corporation on October 29, 1998 and has a twenty-year history of successfully serving public libraries.

c. Under what other or former names has your organization operated?

The Company was founded as a Georgia corporation in October 1998 as Interface Software, Inc.

Over time the employees recognized that the name was confusing to customers due to similar names and acronyms of other companies in the industry like Innovative Interfaces and ISI.

In late 2001, the Company began operating under the name EnvisionWare, officially Interface Software, Inc. d/b/a EnvisionWare.

In November 2003, the Company name was officially changed to EnvisionWare, Inc.

Throughout the transition, the employees, company address and principals remained the same - the change was in name only and for the purpose of reducing confusion while identifying the real nature of the Company as one that has *vision*, and which makes great library software.

C4: Experience Supplying & Maintaining RFID Systems

On a separate sheet, furnish evidence that your firm has had at least five (5) years' experience supplying solutions and performing contracts involving RFID Systems like those contemplated in this Bid. Describe these experiences in detail, including not limited to, the periods in which you have furnished such goods, the nature of your services, your business addresses, the types of customers you have served and the gross annual revenue earned by your firm in the years in which you have performed. Also provide the following information on this sheet:

EnvisionWare was incorporated in the state of Georgia in 1998. It is owned by one of the two-co-founders, Mike Monk, who has a lifelong commitment to libraries. The Company serves one market, public libraries. EnvisionWare headquarters are located in Georgia – 2855 Premiere Parkway, Suite A, Duluth, GA 30097-5201.

Numerous employees are librarians or staff that worked in libraries.

EnvisionWare began serving libraries at its founding. Self-checkout was introduced via a joint project between EnvisionWare and SirsiDynix where SirsiDynix acted in a product management capacity. The Company has experienced rapid growth with all new innovations and RFID is no exception. The RFID solution was introduced in late 2006 and in 2007 Las Vegas-Clark County awarded a \$9,000,000.00 contract, the largest of its kind in the United States, for RFID and AMH systemwide. Since that time hundreds of libraries of all sizes including Buffalo and Erie County, San Diego County, and hundreds more have adopted EnvisionWare RFID systems.

All installation is performed by EnvisionWare personnel, not third parties. The entire process from start to finish is controlled by EnvisionWare to ensure a stellar implementation.

EnvisionWare has been innovating creative solutions for library self-service and efficiency for twenty years. From the beginning the Company committed to developing one new solution each year while maintaining, upgrading or rewriting existing applications. This commitment was designed so that customers could grow with EnvisionWare over a lifetime.

Major solutions include: (Current Products / No longer in production)

- > Print Management: LPT:One™
- > Coin and bill acceptor: CBA™; CBA II; CBA V; CBA-V/N; CBA-V X/N
- > Public computer management: PC Reservation®
- > Combined solution of time and print management: EnvisionWare Suite™
- > Customizable kiosk menu: Launch Command™
- > Archival finding aid: Internet Archivist<EAD>™
- > Hard disk rollback software: PCRefresh™
- > Self-service fine/fee payment and account payment system: EnvisionWare eCommerce Services™ – Self-Service Web and Terminal System
- > Account-based copy payment: Copier Interface Module™; BarcodePlus®; Copy Payment Manager
- > Library Point of Sale: EnvisionWare eCommerce Services™ - Staff Register (STS)™
- > Self-service circulation (self-checkout) and kiosk software: OneStop™
- > Self-service circulation/kiosk hardware: OneStop Kiosk™; All In One; Furniture Kiosk; Furniture Integration Kit; Component System; X1 Kiosk & Countertop; X5 Kiosk; ProLine Component; X11 Countertops, Kiosks, and Vending Kiosks
- > Horizon PIN Reset software: PINPal™
- > Horizon SMS Notices: SMS Manager™
- > RFID-enabled return chute/rapid returns: Intelligent Returns Station™
- > Public scanning system: Library Document Station™
- > RFID software for circulation, encoding, tag query: RFID Software Suite
- > RFID Inventory Software: Inventory Manager
- > RFID Gates: Acrylic Design; Ultra Series; UltraTransparent Series; ProLine™
- > RFID Tags and Supplies

EnvisionWare offers the most comprehensive enterprise solution for public library self-service worldwide.

- > RFID Readers/Antennas: RFID Reader Kit; UniDirectional Pad; 1-Pad™; DeskPad™
- > AMH/Sorting: EnvisionWare Modular Sorter™
- > Alert and email software: EnvisionWare Branch Manager™
- > RFID Handheld: LibraryPDA®; Portable Wi-Fi Blade/Tablet
- > Analytics and Visualization/Library Business Intelligence: EnvisionWare Enterprise Reporter™
- > Self-service outdoor 24/7 library: 24-Hour Library™
- > Interactive Voice Response for Reservation services: IVR
- > SIP2 encryption service: SIP2SSL™

As a privately held company EnvisionWare cannot disclose sensitive financial information in a public bid. The Library may contact the Company's independent accounting firm and/or D&B for financial information. The CEO will share information with specific individuals provided the Library can provide written assurance that any information shared will not be subject to FOIA disclosure.

Mr. Bert Mills, CPA
Moore Colson
1640 Powers Ferry Rd
Building 11, Suite 300
Marietta, GA 30067
bmills@moorecolson.com
(770) 989-0028
D&B: 012881582

Details of any parent company, partners, and suppliers, as well as the nature of the bidder's relationship to them.

For this solution, everything is provided by EnvisionWare. For future sorting, EnvisionWare partners with Lyngsoe for the delivery and implementation of Automated Materials Handling systems. EnvisionWare partners with Feig Electronics for some of the gates and readers offered by our Company. In addition, EnvisionWare is unique among all US suppliers in being the only company to control manufacturing of kiosks, countertops, readers and gates, all of which are designed by EnvisionWare and manufactured in a factory we control. This unique capability makes it possible for EnvisionWare to offer high quality at lower prices and to create and deliver systems that fit the unique needs of public libraries.

Details of any sale, acquisition or merger anticipated by the vendor.

EnvisionWare's principal has a lifelong commitment to libraries. There is no plan or intent to change the focus or ownership structure of the Company. Because EnvisionWare is privately held, Emmet O'Neal Public Library has the unique assurance of a predictable future partnership with the Company.

C5: Prior Contracts to Furnish RFID Systems for Libraries

EnvisionWare serves more than 12,000 libraries. Many of the Company's customers have maintained a growing partnership since their initial implementation at the turn of the century. EnvisionWare focuses on delivering stellar customer service and innovative self-service and efficiency solutions, which translates to a vendor partnership that can last a lifetime.

What follows is a sampling of customer installations representative of the solution proposed to Emmet O'Neal Public Library. Delivery of a customer listing for the past 5 years would disclose proprietary information of use to competitors and which cannot be disclosed in a public bid. EnvisionWare's CEO can share the full listing during a presentation.

Every vendor will hand pick a selection of customers that will offer positive feedback. Where possible EnvisionWare attempts to list customers that have experience with multiple vendors, or which have a long experience with the Company. But how can anyone get an unfiltered perspective of a vendor? The answer from EnvisionWare is direct, unfiltered access to customers. One or more staff members of Emmet O'Neal Public Library may be granted access to the EnvisionWare Customer Center where they may join the EnvisionWare Customer Forum. The Forum provides direct access to the global community of users. EnvisionWare believes that any vendor that delivers high levels of service should be willing to provide evidence to backup these assertions.

In addition to customer references Innovative Interfaces has been reselling EnvisionWare solutions to their users for over a decade and collaborating with EnvisionWare on the development of unique integration capabilities. Executives at the company can provide further assurance of interoperability, ethics, commitment, innovation and other criteria that are critical for an investment of this nature.

All reference sites were installed by EnvisionWare implementation consultants. All were turnkey projects. All were on time and on budget.

Details are included in each reference. From an overview perspective, the following references are included:

- > Las Vegas Clark County Library District
- > New Orleans Public Library
- > Pioneer Library System

ORDINANCE NO. 2040

AN ORDINANCE PROHIBITING LEFT TURN MANEUVERS FROM ELM STREET INTO THE ALLEY BETWEEN ELM STREET AND MAIN STREET WEEKDAYS DURING SPECIFIED TIMES AND TO PROVIDE FOR PUNISHMENT THEREOF

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. That it shall be unlawful for any person to turn left from Elm Street into the alley located between Elm Street and Main Street weekdays between the hours of a) 7:30 a.m.–8:15 a.m. and b) 2:30 p.m. –3:15 p.m..

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 25th day of February, 2019.

Council President

APPROVED: This 25th day of February, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 25th day of February, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on February 26, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road
Cahaba River Walk, 3503 Overton Road

City Clerk



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

February 14, 2019

Dear Resident,

The Mountain Brook City Council, at its February 25th meeting, will consider an ordinance prohibiting left turns from Elm Street into the alley that runs from Elm Street (at Crestline Elementary) to Main Street between the hours of 7:30am-8:15am and 2:30pm-3:15pm. The hours will apply Monday-Friday or when school is in session. (See attached map)

You are invited to attend this meeting on Monday, February 25th, which will start at 7:00pm to offer your comments on this proposed ordinance. If you cannot attend on February 25th, but would like to submit comments, please contact our Police Chief, Ted Cook, at 802-3852 or cookt@mtnbrook.org or me at 802-3803 or gastons@mtnbrook.org.

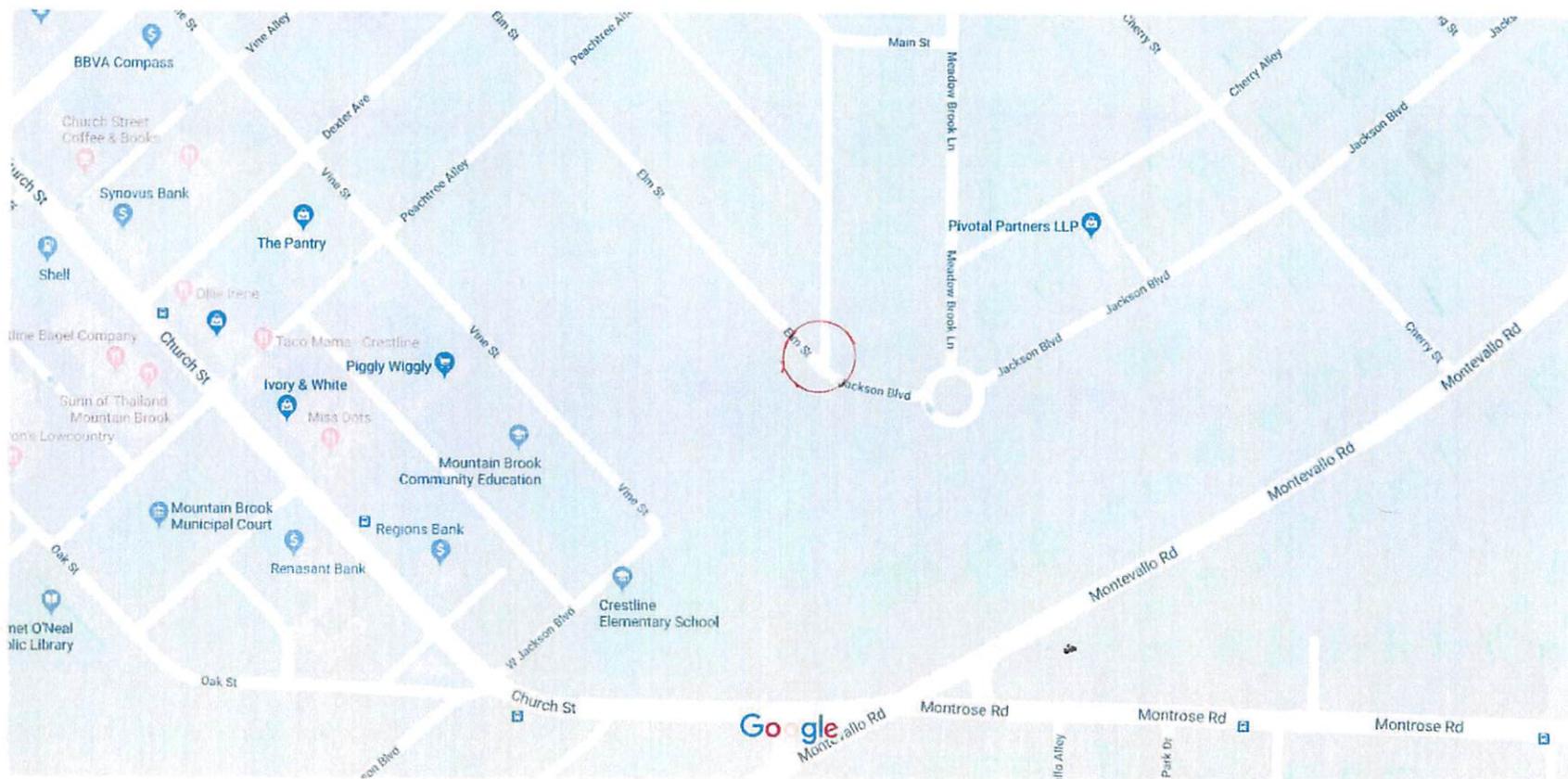
Sincerely,

Sam S. Gaston
City Manager

2/13/2019

Google Maps

Google Maps



Map data ©2019 Google 50 m

<https://www.google.com/maps/@33.5022852,-86.7527194,18z>

ORDINANCE NO. 2041

AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby amended to as follows:

Section 1.

“ARTICLE X. – PROFESSIONAL DISTRICT

Sec. 129-150. – Intent and purpose.

The Professional District is intended to provide appropriate-scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

Sec. 129-151. – Permitted uses.

(a) The uses permitted in Professional Districts shall be as follows:

(1) Professional offices

(2) Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) **Conditions on Permitted Uses.** All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the City Council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be review as to the following.

i. Whether the use would disparately impact public parking in the area;

ii. Whether vehicular or pedestrian circulation would be impacted by the use;

iii. Whether the use is compatible with surrounding existing uses;

iv. Whether the hours of operation or peak traffic times would impact the surrounding properties and public streets.

v. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;

vi. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.

(c) Any use established and permitted by right in the Professional District prior to February 25, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the City Council per subsection (b) of this section.

(d) A Professional Office use established on or after February 25, 2019 and permitted after City Council review and approval under subsection (b) of this section may be replaced by another

Professional Office use if the zoning officer determines that there are no changes to the design or operational provisions that were applied to the site by the City Council and approved as sufficient to mitigate any potential negative impacts. In the absence of such a determination, City Council review of the replacement use shall be required under subsection (b.)

Sec. 129-153. – Additional requirements and provisions.

- (a) **Service yards.** On any parcel on which a professional building is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building, and which shall be located at the rear of such office building. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least six feet, but more than eight feet, in height, and designed and constructed so as to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at six feet, but not more than eight feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.
 - (b) **Building setbacks.** Any professional office, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on the adjacent property located in a residential district, whichever is greater.”
2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
 3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
 4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 25th day of February, 2019.

Council President

APPROVED: This 25th day of February, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 25th day of February, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on February 26, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road
Cahaba River Walk, 3503 Overton Road

City Clerk

Proposed Amendment to the Professional District (Article X)

Recent Background

The planning commission, on January 7, 2019, and February 4, 2019, held public hearings on a pending rezoning proposal of the Knesseth Israel property on Overton Road, which has been further postponed the planning commission meeting of March 4, 2019. The proposal is to rezone the property from Res-A district to Professional district.

The rezoning proposal involves the conversion of the existing KI facility to an outpatient plastic surgery practice; a professional office for physicians specializing in plastic surgery – not to be used as a clinic. Proposed hours of operation are from 7:30a-5:00p M-F.

While it is noted that there is a good deal of community opposition to the rezoning case, some members of the planning commission (and some of the neighboring residents) expressed concern, perhaps not so much about the proposed use, itself, but about potential future uses allowed in the professional district, should the property be rezoned and the applicant vacate the premises in the future.

Proposed Amendment to the Professional District

The on-going rezoning case at KI has shed some light on the professional district regulations, and caused staff and the planning commission to take a closer look at these regulations. A 2-pronged approach to revisions to the professional district regulations has been recommended for approval by the planning commission:

Prong #1: Eliminate the antiquated uses (1. and 2.) noted below.

In addition to professional offices, the district regulations currently allow for:

1. Private schools for the teaching of dance, music and other courses, and;
2. The assembling of frames.

Both of these uses were added to the professional district to accommodate previous businesses which were located in the professional district; these are no longer located on any lot zoned professional district in the city.

The idea behind allowing professional offices in a zoning category separate from the local business district is to provide transitional areas between the villages and the surrounding residential areas. Private schools and the assembling of frames don't necessarily lend themselves to transitional characteristics, and so it is proposed to remove these uses from the professional district regulations.

Prong #2: Make the remaining permitted uses (professional offices) subject to the city council conditional use process going forward.

The ordinance is proposed to be amended such that any properties zoned to the professional district after the effective date of the amendment would be subject to city council approval of a conditional use for any proposed professional office use in said district. Condition use approval would ensure the implementation of appropriate measures to mitigate potential any potential

negative effects on adjoining properties (such as landscape buffers, hours of operation, parking, lighting restrictions, etc.) This is the same process outlined for conditional uses in the local business district.

As drafted, properties that are currently zoned professional district would not be subject to the conditional use process. There are currently 15 properties that fall into this zoning category in the city (see attached maps for locations):

Crestline Village: 6 lots, all in transitional locations

English Village: 6 lots, all in transitional locations

Overton Village: 2 lots, in transitional locations

Hwy 280: 1 lot in transitional location

None of the businesses on these lots has changed in the past 11 years.

City Council Action

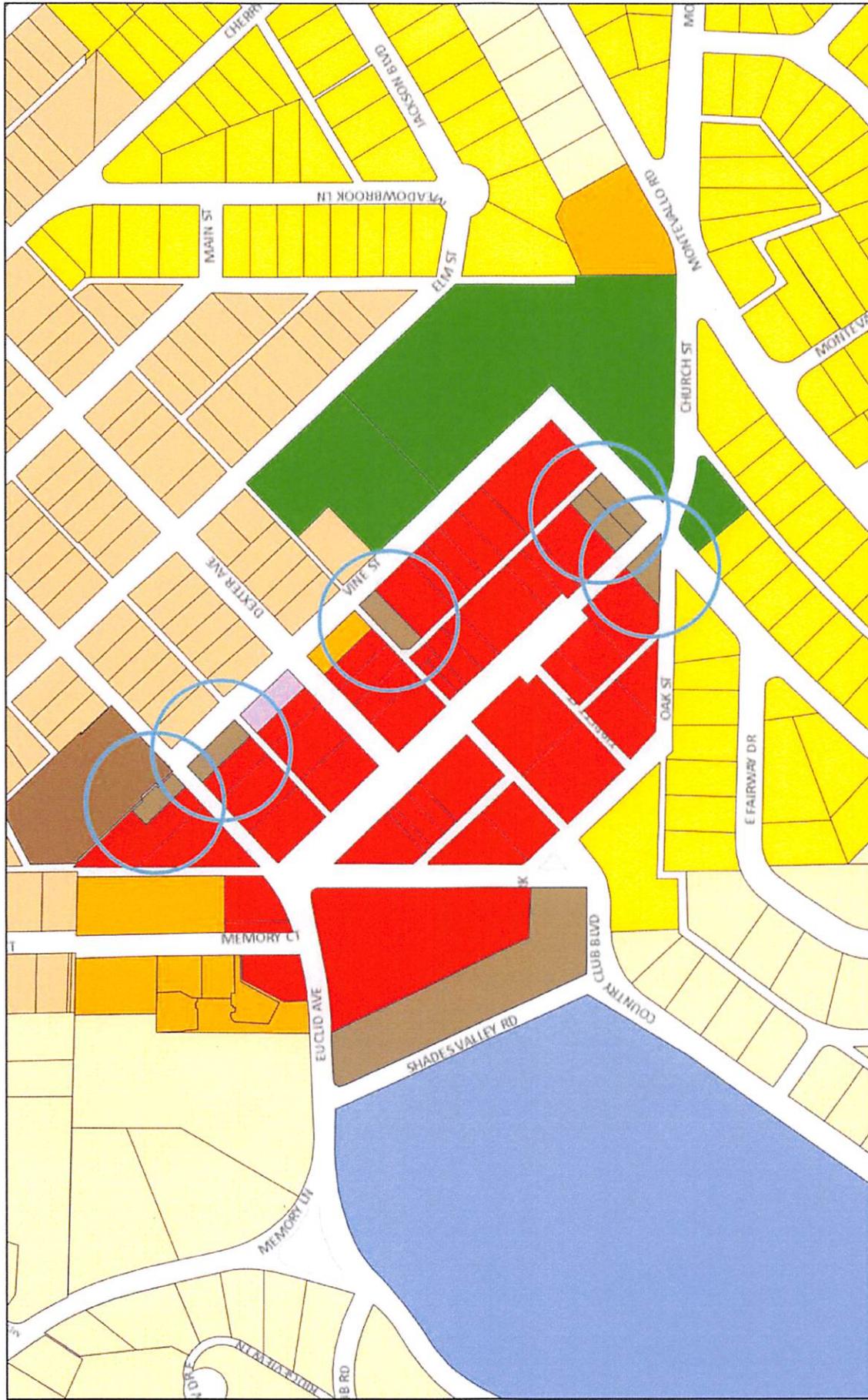
If it be the wish of the city council, it could approve the changes to the professional district as drafted, approve one of the two “prongs,” reject the proposed changes in its entirety, or recommend revisions to the changes.

Relationship of the Proposed Amendment to the KI Rezoning Case

Should the council approve Prong-2 (conditional use process), the KI rezoning case would be subject to the new regulations; and the planning commission would carry on with its review of the case and make a recommendation to the city council on the rezoning (the applicant for the rezoning case requested at the February PC meeting that the case be carried over until such a time that the city council took action on the proposed revisions to the professional district).

It is important to note that any city council approval of the proposed professional district revisions would in no way bind the city council to an approval of a future rezoning request of the KI property to the professional district.

Crestline Professional Lots

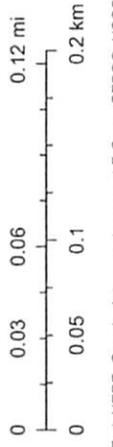


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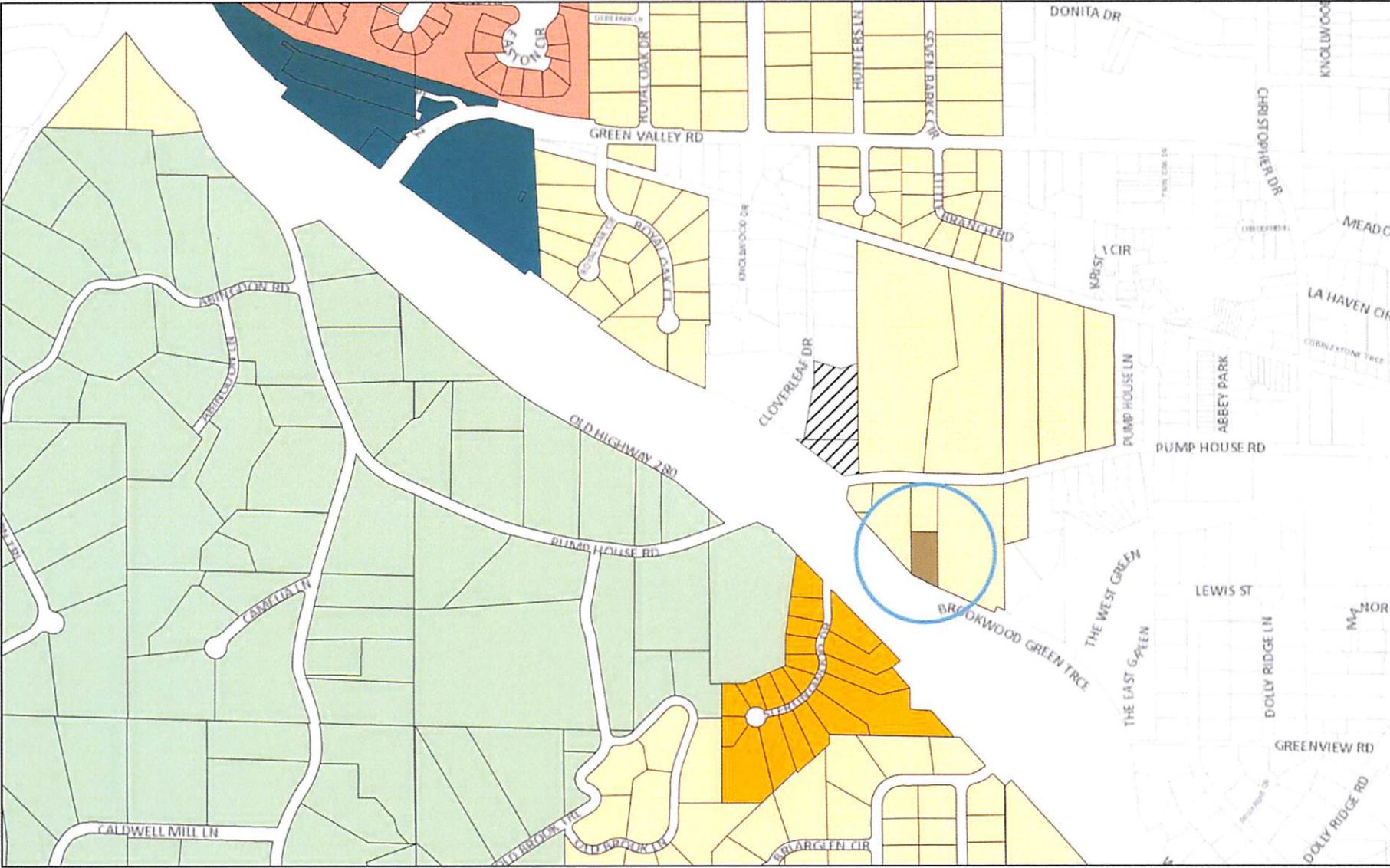
- Local Business District
- Professional District
- Residence A District
- Residence B District
- Residence C District
- Residence D District
- Residence E District
- Recreation District
- Rec-2
- Vine Street Transitional

1:4,514



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | Hunter Simmons |
Web AppBuilder for ArcGIS

Hwy 280 Professional Lot



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Tax_Parcels

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Clustering Residential

Estate Residence District

MXD

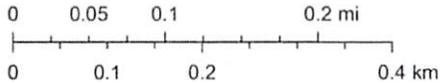
Professional District

PUD

Residence A District

Residence D District

1:9,028



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

**NOTICE OF PUBLIC HEARING
PROPOSED ZONING CODE NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, February 25, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider proposed amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District, a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby amended to as follows:

Section 1.

“ARTICLE X. – PROFESSIONAL DISTRICT

Sec. 129-150. – Intent and purpose.

The Professional District is intended to provide appropriate-scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

Sec. 129-151. – Permitted uses.

(a) The uses permitted in Professional Districts shall be as follows:

- (1) Professional offices
- (2) Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) Conditions on Permitted Uses. All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the City Council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be review as to the following.

- i. Whether the use would disparately impact public parking in the area;
- ii. Whether vehicular or pedestrian circulation would be impacted by the use;
- iii. Whether the use is compatible with surrounding existing uses;

- iv. Whether the hours of operation or peak traffic times would impact the surrounding properties and public streets.
 - v. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;
 - vi. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.
- (c) Any use established and permitted by right in the Professional District prior to February 25, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the City Council per subsection (b) of this section.
- (d) A Professional Office use established on or after February 25, 2019 and permitted after City Council review and approval under subsection (b) of this section may be replaced by another Professional Office use if the zoning officer determines that there are no changes to the design or operational provisions that were applied to the site by the City Council and approved as sufficient to mitigate any potential negative impacts. In the absence of such a determination, City Council review of the replacement use shall be required under subsection (b.)

Sec. 129-153. – Additional requirements and provisions.

- (a) Service yards. On any parcel on which a professional office building ~~or private school~~ is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building ~~or school~~, and which shall be located at the rear of such office building ~~or school~~. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least six feet, but not more than eight feet, in height, and designed and constructed so as to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least six feet, but not more than eight feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.
- (b) Building setbacks. Any professional office ~~or private school~~, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on any adjacent property located in a residential district, whichever is greater.”

2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.

For questions concerning the proposed zoning amendment, please contact:

Dana Hazen, AICP, MPA
Director of Planning, Building & Sustainability
205/802-3816
hazend@mtnbrook.org

CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed amendment to the zoning ordinance and of public meeting thereupon set forth above to be published and provided in the manner specified by Article XXV, Sec. 12-431, of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Cahaba River Walk, 3503 Overton Road
Overton Park, 3020 Overton Road

Tammy Reid, Administrative Analyst