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AGREEMENT FOR SOFTWARE AS A SERVICE BETWEEN BROWARD COUNTY AND SIRSI CORPORATION d/b/a SIRSIDYNIX

This Agreement for Software as a Service (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Sirsi Corporation d/b/a SirsiDynix, a Delaware corporation authorized to transact business in the State of Florida ("SirsiDynix" or "Provider") (collectively, County and SirsiDynix are referenced as the "Parties").

RECITALS

A.   Broward County Libraries has historically utilized an integrated library system platform hosted locally at the Main Library. In 2018, County conducted a competitive solicitation for a Next Generation Integrated Library System (NGS/ILS) & Discovery Services (DS), RFP No. TEC2115735P1.

B.   Three vendors responded to the competitive solicitation, and on September 17, 2018, the County Administrator approved the final ranking identifying SirsiDynix as the first-ranked firm.

C.   Pursuant to this Agreement, SirsiDynix will provide County with all necessary software, hardware, and services, including ongoing support and maintenance, for a fully hosted, web-based Next Generation Integrated Library System and Discovery Services System as set forth within this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1.   DEFINITIONS

1.1   Board. The Board of County Commissioners of Broward County, Florida.

1.2   Business hours or business day. 7 a.m. to 8 p.m. Eastern Time during weekdays and 10 a.m. to 6 p.m. during weekends that are not County holidays and on which County has not otherwise declared its offices closed.

1.3   Contract Administrator. Director of the Broward County Libraries Division, or such person's successor as designated by County in writing.

1.4   Documentation. All manuals, user documentation, specifications, and other related materials pertaining to the Licensed Technology or System that Provider customarily furnishes to licensees of the Software as a Service and purchasers of the Services covered by this Agreement.

1.5   Equipment. The hardware and other property identified in Exhibit A being provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided by Provider to purchasers of the Equipment.

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1.6   Licensed Technology. Any proprietary or third-party software or other intellectual property, including the Documentation, provided to allow County to access and utilize the System in conformance with the Statement of Work or to make the System available to County and third party users over the Internet as a service.

1.7   Purchasing Director. The Broward County Purchasing Director as appointed by the Broward County Administrator.

1.8   Services. All services required of Provider under this Agreement, including as set forth in Exhibit A, to ensure the System is available to County and third party users over the Internet consistent with the terms of this Agreement. Except as may be limited by Exhibit A, these services include: hosting; making the System available to County and third party users over the Internet as a service; programming or modification/configuration of the System to meet County's ongoing needs; integration, customization, enhancements, or modifications to the System; development or consulting activities; and training or project management.

1.9   Software as a Service (SaaS) or System. The turnkey system provided by Provider pursuant to this Agreement as part of its Services hereunder, including as set forth in Exhibit A, and any Licensed Technology that Provider will make accessible to County and third party users as part of its Services under this Agreement.

1.10   Support and Maintenance Services. The support and maintenance services required for County to achieve and maintain optimal performance of the Licensed Technology and System, including as further described in Exhibit C.

ARTICLE 2.   EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

> **Exhibit A**   **Statement of Work**
> **Exhibit B**   **Payment Schedule**
> **Exhibit C**   **Support and Maintenance Services**
> **Exhibit D**   **Service Level Agreement**
> **Exhibit E**   **Insurance Coverages**
> **Exhibit F**   **Work Authorization Form**
> **Exhibit G**   **CBE Participation**

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

ARTICLE 3.   SCOPE OF SERVICES & LICENSE

3.1   Scope of Services. Provider shall perform all work specified in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an

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inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 **Licensed Technology.** Provider grants to County a royalty-free, nonexclusive right to use the Licensed Technology and System for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if none stated, then for an unlimited number of users), including the right to use any embedded third party software within the System or required to operate or allow access to the Licensed Technology or System. This right to use is granted solely for County governmental and business purposes, including on- and off-site access and use of the System by authorized third party users, including those persons or entities with which County may contract to operate the System, and for the benefit of and use by all governmental entities within the County, including the offices of the County constitutional officers.

3.2.1 **Authorized Users and Additional Rights.** Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, or suppliers of services shall have the right to concurrently operate and use the System for any County governmental or business purpose. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional rights or licenses may be required, County's Purchasing Director is authorized to execute a Work Authorization (Exhibit F hereto) to purchase additional rights or licenses for the fee specified in Exhibit B.

3.2.2 **Prohibited Uses.** Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the System to others. County shall not modify, reverse engineer, disassemble, or decompile the System or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the right to use granted in Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3 **SaaS Services.** Provider shall provide County with the Services set forth in this Agreement in accordance with the Statement of Work set forth in Exhibit A. Provider and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit E. All Support and Maintenance Services for the Licensed Technology and the System are included within the Software as a Service Fee listed on the Payment Schedule (Exhibit B), and will be provided at no additional cost to County except as may otherwise be expressly stated in Exhibit B.

3.3.1 **Updates, Upgrades, and Releases.** For the full term of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all updates (including error corrections, bug fixes, security updates, and patches), upgrades, or new releases to the System or for any other products or services that County may purchase under this Agreement, including all that Provider has made available to other subscribers or licensees of all or part of the System. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the rights granted under this Agreement.

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3.3.2 <u>Compatibility</u>. For the full term of this Agreement, Provider will ensure the continued compatibility of the Licensed Technology and System with all major releases, updates, or upgrades of any third party software and solutions identified in Exhibit A or subsequent Work Authorization(s) that the System must interface with or used by County for access or operation of the System. In the event Provider is not be able to support any third party software update, upgrade, or new release that changes major functionality and is not backwards compatible with the System, Provider shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the System in accordance with this Agreement. If Provider is unable to provide continued optimal functionality of the System in accordance with this Agreement due to any third party software release, update, or upgrade, County shall be entitled to terminate the Agreement upon written notice with no further obligation to Provider except as to any undisputed outstanding invoices.

3.3.3 <u>System Enhancements or Modifications</u>. If requested by County, Provider shall incorporate certain features and enhancements into the System or Licensed Technology, and the source code for those features and enhancements shall be the property of Provider. Any such request shall be formalized into a Statement of Work that shall define in detail the services to be performed, the financial terms, and the proposed project staffing and schedule. Any such Statement of Work shall be incorporated into a Work Authorization, to the extent permitted by section 3.5 below, or an amendment to this Agreement.

3.4 <u>Other Equipment</u>. County may access and operate the System from any device capable of accessing the Internet. County may also access and operate the System on any and all development, test, failover, disaster recovery, and backup configurations as may be provided by Provider under this Agreement at no additional fee.

3.5 <u>Change of Scope Procedures</u>. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit F) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than $50,000.00; the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; any Work Authorizations above the County's Purchasing Director delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

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3.6   Contract Administrator Authority.   The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1   Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The term of the Agreement shall be from the Effective Date until five (5) years after the date of Final Acceptance (the "Initial Term").

4.2   Extensions. County shall have the option to renew this Agreement for up to two (2) additional one (1) year terms by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed three (3) months in the aggregate provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3   Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4   Timetable. If Provider fails to achieve Final Acceptance within twelve (12) months after the Effective Date, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event all sums paid by County under this Agreement, if any, shall be reimbursed to County by Provider within 15 days. For purposes of this paragraph, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.5   Time is of the essence for all performance required under this Agreement.

ARTICLE 5.   COMPENSATION

5.1   For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

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Services/Goods	Term	Not-To-Exceed Amount
Services per Exhibit A	Initial Term	$72,103.00
Software as a Service Fee (including all Support and Maintenance Services and Platinum Premier Services)	Initial Term	$1,056,786.00
Software as a Service Fee (including all Support and Maintenance Services and Platinum Premier Services)	All Renewal Terms	$458,000.00
Optional Services	Duration of the Agreement (inclusive of any renewals)	$210,000.00
TOTAL NOT TO EXCEED		**$1,796,889.00**

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2   Method of Billing and Payment

5.2.1   Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2   Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition,

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or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3   Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.4   Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Provider may offer incentive or volume discounts to County at any time.

ARTICLE 6.   DELIVERY, TESTING AND ACCEPTANCE

6.1   System. Unless otherwise stated in Exhibit A, Provider shall make the System available to County in accordance with the Statement of Work. All County license keys, usernames, and passwords shall be authenticated by Provider and perform according to Exhibit A (Statement of Work). The System shall meet or exceed the standards and requirements set forth in the Service Level Agreement for the duration of the Agreement.

6.2   Documentation. Provider shall deliver copies of the Documentation to County as it becomes available during implementation of the System, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

6.3   Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of the Services required under this Agreement for the setup of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the Software has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

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6.3.1   The testing period shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days.

6.3.2   During the testing period, County may notify Provider in writing of any error or defect in the System so that Provider may make any needed modifications or repairs. If Provider so elects in writing, testing will cease until Provider resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.3.3   County shall notify Provider in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 6.3.

6.3.4   In the event Provider fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the System and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Provider within 15 days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this paragraph.

ARTICLE 7.   PROTECTION OF LICENSED TECHNOLOGY AND PROPRIETARY RIGHTS

7.1   County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants and suppliers may use

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only in connection with the performance of Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants, excluding any item that would be considered Provider's intellectual property by virtue of being a derivative work of Provider's current intellectual property under applicable copyright law, specifically for County (collectively, "Developed Works") shall be and remain the property of County. Accordingly, neither Provider nor its employees, agents, subconsultants, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of Provider, or any employee, agent, subconsultants, or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder. Notwithstanding the foregoing, any derivative work of Provider's current intellectual property shall be deemed Licensed Technology and available for County use pursuant to Section 3.2 of this Agreement.

7.2   Ownership. Including custom work products, if any, County acknowledges that all copies of the System (in any form) provided by Provider are the sole property of Provider. County shall not have any right, title, or interest to the System or copies thereof except as expressly provided in this Agreement, and shall take all reasonable steps to secure use and access to the System consistent with maintenance of Provider's proprietary rights therein.

7.3   Custom Work Product. To the extent this Agreement (including the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) identifies deliverables that constitute custom work products that Provider is required to develop and furnish, the Parties agree that Provider shall own all rights, title, and interest in and to all such custom work products. County agrees that neither it nor its agents shall use or disclose any custom work product under this Agreement, unless County has obtained Provider's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Provider or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement. To the full extent applicable, Provider shall provide County with the source code and object code for all custom work products upon Final Acceptance of the System or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first. Notwithstanding the foregoing, any derivative work of Provider's current intellectual property shall be deemed Licensed Technology and available for County use pursuant to Section 3.2 of this Agreement.

ARTICLE 8.   CONFIDENTIAL INFORMATION, SECURITY AND ACCESS

8.1   Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

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8.2 <u>Provider Confidential Information</u>. Provider represents that the Licensed Technology contains proprietary products and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law, County agrees to treat the Licensed Technology as confidential in accordance with this article. Any other material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Licensed Technology or any Trade Secret Materials in response to a records request by a third party.

8.3 <u>County Confidential Information</u>.

8.3.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Provider obtains from County in connection with the Services performed under this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute County Confidential Information. County Confidential Information does not include Provider's intellectual property.

8.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information. Library patron data is included within County Confidential Information.

8.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

8.3.4 Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law

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by Provider or its employees, agents, subconsultants or suppliers regarding the unlawful use or disclosure of County Confidential Information.

8.3.5   Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants or suppliers.

8.4   Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information. Provider recognizes, accepts, and agrees to abide by the license terms and confidentiality of any third-party software licensed by County to which Provider may have access in performing the Services required under this Agreement, and shall ensure its Subcontractors similarly recognize, accept, and agree to such terms and confidentiality.

8.5   Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

8.6   Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County Data (as defined in Exhibit D) in the System is not accessed, transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

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8.7   Managed Services; Professional Services; Third-Party Vendors. Provider shall ensure that any terminated employees with access to County data and network is promptly disabled upon termination. Provider must ensure all Provider's employees with access to County's network via an Active Directory account comply with all applicable County policies and procedures when accessing County's network. Provider shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to Provider, including but not limited to servers or fail-over servers where County Data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations into Provider's infrastructure as it relates to any County Data or County applications. Provider shall not release County Data or copies of County Data without the advance written consent of County.

8.8   Remote Access. Any remote access by Provider must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong pass-phrases. For any device Provider utilizes to remotely connect to County's network, Provider shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Provider's complete control or under the complete control of a user or third party authorized in advance by County in writing. Provider shall not use an open, unencrypted third party provided public WiFi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. Should Provider exceed the scope of remote access necessary to provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Provider's access to County's network immediately without notice. Provider must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Provider's internal network from unauthorized access and disclosure.

8.9   Payment Card Industry (PCI) Compliance. If and to the extent the Provider Platform accepts, transmits or stores any credit cardholder data County or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), the following provisions shall apply: Provider shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"). Prior to the Effective Date, after any significant change to the CDE, and annually Provider shall provide to County: A copy of their Annual PCI DSS Attestation of Compliance ("AOC"); A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the County, or to the extent that the service provider could impact the security of the county's cardholder data environment. A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with the County.

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Provider shall follow the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures and maintain current validation. If Provider subcontracts or in any way outsources the CDE processing, or provides an API which redirects or transmits County Data to a payment gateway, Provider is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to the County. Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program ("CISP") or OWASP for secure coding and transmission of payment card data. Provider agrees that it is responsible for the security of the County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. Provider will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Provider's notification to County be later than seven (7) calendar days after Provider learns it is no longer PCI DSS complaint. Provider shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8)   Provider shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9) Provider shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into the County's environment with access to any stored credit card data. (PCI 8.3) Provider shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI 10.5.5) All inbound and outbound connections to County's CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

8.10   Software Installed in County's Network. For the four different types of Licensed Technology that may be included under this Agreement, the following security provisions shall apply accordingly:

> 8.10.1 Provider Software (Licensed Technology created and provided by SirsiDynix): Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Provider must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Provider must mitigate critical or high risk vulnerabilities to the System as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution. Provider shall ensure the Software provides for role-based access controls and runs with least privilege access. Provider shall regularly provide County with end-of-life-schedules for all applicable Software. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Provider will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

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8.10.2 Third-Party Integrated Software (Licensed Technology integrated by SirsiDynix as part of SirsiDynix software): Provider shall support updates for critical vulnerabilities discovered in applicable third party software. Support in this instance shall mean Provider's Software will be compatible with the updates made by the third party to the third-party software. Provider shall ensure that the Software conforms with industry standards and Provider's best practices. Provider must mitigate critical or high risk vulnerabilities to the System as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution. Provider shall support electronic delivery of digitally signed upgrades as necessary and appropriate. Provider shall regularly provide County with end-of-life-schedules for all applicable Software. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Provider will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

8.10.3 Third-Party Supplied Software (Licensed Technology supplied by SirsiDynix as part of a product/solution for the System): Provider shall support updates for critical vulnerabilities discovered in applicable third party software. Support in this instance shall mean Provider's Software will be compatible with the updates made by the third party to the third-party software. Provider must mitigate critical or high risk vulnerabilities to the System as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution. Provider shall support electronic delivery of digitally signed upgrades as necessary and appropriate.

8.10.4 Third-Party End-User Software (generic Licensed Technology not provided by SirsiDynix but needed to interact with the System): Provider shall advise County of any third party software (e.g., web browsers, PDF viewers, eBook readers, operating systems, VPN clients, etc.) required to be installed and known compatible versions. These third-party software products are not supported by Provider, nor guaranteed for their suitability or security in the customer's environment.

8.11　Equipment Leased or Purchased from Provider. Provider shall ensure that physical security features to prevent tampering are included in any Equipment purchased through Provider under this Agreement. Provider shall ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment purchased through Provider under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator. Provider shall disclose any default accounts or backdoors that exist for access to County's network. If a new critical or high security vulnerability is identified, Provider shall supply

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a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of vulnerability and shall notify County of proposed mitigation steps taken. Provider must maintain hardware to interface with County-supported and approved operating systems and firmware versions. Provider shall make available, upon County's request, any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140). The Equipment purchased through Provider will be supported and maintained by Provider for at least three (3) years after purchase. Provider shall regularly provide County with end-of-life-schedules for all applicable Equipment. Provider shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Provider's or the original equipment manufacturer's website.

8.12   Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

8.13   Survival. The obligations under this Article 8 shall survive the termination of this Agreement or of any rights granted under this Agreement.

ARTICLE 9.   WARRANTIES

9.1   Ownership. Provider represents and warrants that it is the owner of all right, title, and interest in and to the System, that it has the right to grant to County the rights and the licenses granted under this Agreement, and that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

9.2   Limited Warranty. For the full term of this Agreement, Provider represents and warrants to County that the System, when used with the Designated Equipment, will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the System resulting from (a) use of the System in a manner other than that for which it was intended; (b) any modification of the System by County that is not authorized by Provider; or (c) County's provision of improperly formatted data to be processed through the System.

9.3   Warranty Regarding Viruses and PCI Compliance. Provider further represents, warrants, and agrees that the System is free from currently-known viruses or malicious software (at the time the System and any subsequent version thereof is provided to County), and that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the System will accept, transmit or store any credit cardholder data, Provider represents and warrants that the System complies with the most recent of the Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

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9.4   Intellectual Property Warranty. Provider represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Provider (whether or not any action or proceeding has been brought) that allege that any part of the System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Provider is unaware of any such potential claim. Provider also agrees, represents and warrants that the System and Services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

9.5   Quality of Performance and Materials. Provider represents and warrants that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such Services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall meet or exceed prevailing industry and professional standards for such Services. Provider represents and warrants that all materials, equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be conformance with the foregoing and with the applicable specifications (if any) in Exhibit A shall be replaced by Provider at no additional cost to County. If requested by County's Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

9.6   Remedy. In the event of written notice from County of a breach of any representation or warranty stated in this Article 9, Provider will, at no charge to County, promptly correct the breach by either (a) correcting or updating the System, or (b) providing to County other measures that correct the breach. In addition, upon notice from County of any error or defect in the System, Provider will immediately provide to County any known methods of operating the System in a manner that eliminates the practical adverse effects of the error or defect. If Provider is unable to correct a material breach of this article within a reasonable period of time not to exceed fifteen (15) business days, County shall be entitled to cancel the Agreement and receive a full refund of all amounts paid to Provider. In the event of any replacement of the System or portion thereof, the System as replaced will be warranted as provided above. The remedies in this Section 9.6 are in addition to any other rights and remedies County may have under this Agreement or applicable law.

ARTICLE 10.   INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1   Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current, former, and future officers, employees and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities and expenditures of any kind, including attorneys' fees, litigation expenses,

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and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each Indemnified Party against each such Claim provided that County: (i) promptly gives written notice of the Claim to Provider; (ii) gives Provider sole control of the defense and settlement of the claim, except Provider will not settle such Claim without consent of County, which shall not be unreasonably withheld; (iii) provides Provider, at Provider's expense, with all available information and assistance relating to the Claim and cooperates with Provider and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of this Agreement. Provider has no obligation to the extent any Claim results from: (i) County having modified Provider's SaaS or used a release other than the most current unaltered release of Provider's SaaS, if such infringement would have been avoided by the use of such current unaltered release; (ii) third party products and/or content; or (iii) the combination, operation, or use of Provider's SaaS with software or data not provided by Provider. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2   Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) $100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Provider is required to provide under Article 11. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach due to Provider's or its subcontractor's violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Licensed Technology, the System, or other intellectual property, or (iii) any indemnification obligation under this Agreement.

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10.3 <u>Infringement Remedy</u>. If the System or portion thereof is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at County's option, either: (i) procure for County the right to continue using the System or portion thereof; (ii) modify or replace the System or portion thereof to make it noninfringing; or (iii) refund to County all fees paid under this Agreement for the System or portion thereof that was finally adjudged to infringe. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not specifically authorized in writing by Provider.

ARTICLE 11. INSURANCE

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

11.3.1 <u>Commercial General Liability Insurance</u>. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation
Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

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County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.2 <u>Business Automobile Liability Insurance</u>. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.3 <u>Workers' Compensation/Employer's Liability Insurance</u>. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.3.4 <u>Professional Liability Insurance</u>. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

11.3.5 <u>Cyber Liability, or Technology Errors and Omissions Insurance.</u> Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D. Such policy shall cover, at a minimum, the following:

> Data Loss and System Damage Liability
> Security Liability

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Privacy Liability
Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.4   Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.5   Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.6   Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.7   Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.8   County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.9   If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 12.   TERMINATION

12.1   This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date

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such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

12.2   County may terminate this Agreement if Provider is found to have submitted a false certification pursuant to Section 287.135, Florida Statutes, if Provider has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Provider has failed to promptly implement corrective action for audit deficiencies upon reasonable notice by County. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this paragraph shall be governed by Section 287.135, Florida Statutes, to the full extent applicable.

12.3   Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list.

12.4   Additionally, and notwithstanding anything to the contrary in this Agreement, County may terminate this Agreement without any further liability to Provider upon the decertification of Provider as a Certified Business Entity ("CBE") by County's Office of Economic and Small Business Development ("OESBD"), if Provider's status as a CBE was a factor in the award of the Agreement and such status was misrepresented by Provider. However, such termination shall not be effective until expiration of any timely-filed review or appeal of the decertification decision.

12.5   Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

12.6   In the event this Agreement is terminated for convenience, Provider shall be paid for any services properly performed through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 13.   EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

13.1   No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Provider shall include

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the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

13.2   Provider shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

13.3   Provider will meet the required CBE goal by utilizing the CBE firms listed in Exhibit G (or a CBE firm substituted for a listed firm, if permitted) for ten percent (10%) of total Services under this Agreement (the "Commitment").

13.4   In performing the Services, Provider shall utilize the CBE firms listed in Exhibit G for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Agreement by County, Provider shall enter into formal contracts with the CBE firms listed in Exhibit G and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

13.5   Each CBE firm utilized by Provider to meet the CBE goal must be certified by OESBD. Provider shall inform County immediately when a CBE firm is not able to perform or if Provider believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Provider to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, Provider shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required in the event the termination results from modification of the Scope of Services and no CBE firm is available to perform the modified Scope of Services; in which event, Provider shall notify County, and OESBD may adjust the CBE goal by written notice to Provider. Provider shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

13.6   The Parties stipulate that if Provider fails to meet the Commitment, the damages to County arising from such failure are not readily ascertainable at the time of contracting. If Provider fails to meet the Commitment and County determines, in the sole discretion of the OESBD Program Director, that Provider failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Provider shall pay County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Provider failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by County, such liquidated damages amount shall be either credited against any amounts due from County, or must be paid to County within thirty (30) days after written demand. These liquidated

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damages shall be County's sole contractual remedy for Provider's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Any failure to meet the Commitment attributable solely to force majeure, changes to the scope of work by County, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Provider, shall not be deemed a failure by Provider to meet the Commitment.

13.7 Provider acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81, Broward County Code of Ordinances, which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Provider and shall include a deadline for Provider to notify County in writing if Provider concludes that the modification exceeds the authority under this section. Failure of Provider to timely notify County of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Provider.

13.8 County may modify the required participation of CBE firms under this Agreement in connection with any amendment, extension, modification, change order, or Work Authorization to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, change orders, or Work Authorizations, increases the initial Agreement price by ten percent (10%) or more. Provider shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, change order, or Work Authorization, and shall report such efforts, along with evidence thereof, to OESBD.

13.9 Provider shall provide written monthly reports to the Contract Administrator attesting to Provider's compliance with the CBE goal stated in this article. In addition, Provider shall allow County to engage in onsite reviews to monitor Provider's progress in achieving and maintaining Provider's contractual and CBE obligations. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the County Administrator.

13.10 The Contract Administrator may increase allowable retainage or withhold progress payments if Provider fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a "pay when paid" provision in a Provider's contract with a CBE firm shall not preclude County or its representatives from inquiring into allegations of nonpayment.

ARTICLE 14. MISCELLANEOUS

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public so long as such information is not marked as trade secret pursuant to Section 8.2. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or

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unfinished, shall become the property of County so long as such information is not marked as trade secret pursuant to Section 8.2, and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2   Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

14.3   Public Records. To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

    a. Keep and maintain public records required by County to perform the services under this Agreement;

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b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7377, KELVINWATSON@BROWARD.ORG, 100 S. ANDREWS AVE., 8th Floor, FORT LAUDERDALE, FLORIDA 33301.

14.4   Truth-In-Negotiation Representation.   Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5   Public Entity Crime Act.   Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved

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or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6   Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7   Third-Party Beneficiaries.   The Parties acknowledge that there are no third-party beneficiaries under this Agreement.

14.8   Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

> NOTICE TO COUNTY:
> Broward County Libraries Division
> Attn: Director
> 100 S. Andrews Avenue, 8th Floor
> Ft. Lauderdale, Florida 33301
> Email address: KelvinWatson@broward.org
>
> NOTICE TO PROVIDER:
> SirsiDynix
> Attn: Legal
> 3300 N. Ashton Blvd., Suite 500
> Lehi, Utah 84043
> Email address: legal@sirsidynix.com

14.9   Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider, except an assignment to Provider's parent company or to a successor by operation of law, which may be done without County's approval. In the event Provider assigns this Agreement to a parent company or successor by operation of law, Provider shall reasonably comply with County's request for documentation. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party,

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unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement. Provider shall ensure that the System is fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, et seq., Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, including as any of the foregoing may be amended from time to time, and that the System meets or exceeds the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request by Contract Administrator, Provider will provide County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve any accessibility complaints.

14.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this

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Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17   Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18   Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19   HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

14.20   Payable Interest

14.20.1   Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim

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arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2   Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21   Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22   Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23   Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24   Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25   Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

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14.26 <u>Living Wage Requirement</u>. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 <u>Force Majeure</u>. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28 <u>Nondiscrimination</u>. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors or sub-consultants.

14.29 <u>County Logo</u>. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.30 <u>Counterparts</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its Board Of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ___ day of _____, 2019, and Sirsi Corporation, signing by and through its CEO, duly authorized to execute same.

<u>COUNTY</u>
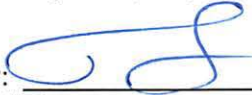
ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____

_____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____ 4/2/19
Neil Sharma   (Date)
Assistant County Attorney

By: _____ 4/2/15
René D. Harrod   (Date)
Deputy County Attorney

NS/RDH
03/25/2019
#387163.27

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PROVIDER

WITNESSES:

SIRSI CORPORATION d/b/a SirsiDynix

_____
Signature

By: _____
Authorized Signor

KATREINA EDEN
_____
Print Name of Witness above

William C. Davison Jr.
CEO

_____
Signature

27TH day of MARCH, 2019

Janica Ormond
_____
Print Name of Witness above

ATTEST:

_____
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

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Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

1. Project Request

County currently utilizes the CARL.X integrated library system and seeks to replace this system with a fully hosted, web-based next generation Integrated Library System ("ILS") and Discovery Services ("DS"). For the purposes of this Statement of Work ("SOW"), the terms "ILS/DS" and "System" (as defined in the Agreement) are used interchangeably.

Provider's services will include initial and ongoing consultation with relevant libraries' staff during implementation, System setup, customization, data migration and validation, connecting to third-party products, implementation services, training for ILS/DS administrators, and training for County staff. The ILS/DS will be accessible from any computer with an internet connection authorized to access the ILS/DS.

Provider represents that the System and related services provided under this Agreement will provide this functionality and solution.

2. Services Description

Provider shall provide all necessary software, application program interfaces ("APIs"), licensing, hardware and equipment, maintenance, and training required to deliver a Provider-hosted ILS/DS that includes the following platforms and components and demonstrates the functionality listed in Attachment B – Functionality Specifications. All work performed by Provider must comply with the standards set forth in Attachment C.

    A. Software. Provider will provide the following software-as-a-service and license for up to 9,130,000 annual circulation transactions (additional transactions may incur additional cost and are included as Optional Services):

Software Platform or License	Quantity & Type of License/Subscription	Describe Purpose, Functionality & Expected Operation of Software
BLUEcloud Core (powered by Symphony) ILS Platform	Subscription for 500 concurrent staff (may be spread out over multiple production instances)	Comprehensive integrated library system with both core and specialized modules for Library circulation, cataloging, serials, acquisitions, and outreach.
BLUEcloud Discovery Platform	Unlimited subscription for concurrent users	Interface directed toward the users of a library to find materials in its collections and to gain access to materials through appropriate mechanisms.
Symphony + BLUEcloud Staff	Subscription for 500 concurrent staff (may	The interface that allows Library staff to perform information management such as

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Software Platform or License	Quantity & Type of License/Subscription	Describe Purpose, Functionality & Expected Operation of Software
Applications Platform	be spread out over multiple production instances)	circulation, cataloging, serials, acquisitions and outreach. Includes Z39.50 client-server application layer communications protocol.
SIP2	Universal Enterprise License	Communication protocol between System and third party products.

BLUEcloud Core (Powered by Symphony) ILS Platform

Provider will ensure the BLUEcloud Core ILS Platform includes the following components:

1. Symphony database and application services (with Oracle)
2. SymphonyWeb (HTML web version of Symphony staff client; requires no local client installation)
3. Java WorkFlows Client
4. Central (staff web client for ad-min and staff applications)
5. User authentication services (EZProxy, lightweight directory access protocol/active directory, central authentication service; covers configuration and support of connection to these services within SirsiDynix products, not setup, support, or hosting of these third-party products)
6. Single sign on: installation and consulting Symphony single sign on for Java client (includes SureStart-2 Distance, up to two (2) two-hour phone calls)
7. Cataloging and authority control
8. Circulation, offline circulation, and inventory
9. Analytics (reports and dashboards for BLUEcloud LSP, including third-party data import)
10. Z39.50 client and server to search catalog and search other systems
11. Platinum Premier SmartSOURCE (unlimited access to MARC resources for copy cataloging)
12. SaaS hosting services (including disaster recovery)
13. SirsiDynix support center and knowledge base
14. Test systems (Symphony Test, Symphony Training and Enterprise Test)
15. VPN License and SSL security certificate subscription
16. Cash Management and BC Commerce
17. Analytics (reports and dashboards for BLUEcloud including third party data import)

Provider will ensure the BLUEcloud Core ILS Platform includes the following modules and associated functionality:

1. Bibliographic Database System. Database containing descriptive records of material commonly held by libraries, including, but not limited to books, periodicals, audio-visual materials, electronic devices and links to electronic materials from within the libraries or from a third-party provider.
2. Cataloging. The ability to create and maintain the bibliographic database system by allowing for adding, editing, and deleting bibliographic records.

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3. <u>Authority Control</u>. Create and maintain headings for bibliographic material in order to establish a single interpretation for items with similar or identical headings and to collate material that logically belong together although they present themselves differently.
4. <u>Management Information System/Report Generator</u>. General reporting capabilities to show quantitative and qualitative results across all modules.
5. <u>System Administration</u>. Ability to administer the ILS/DS for purposes of controlling access, setting parameters, and obtaining classified reports.

BLUEcloud Discovery Platform

Provider will ensure the BLUEcloud Discovery Platform includes the following components:

1. Enterprise Discovery (includes content management system and kids' catalog)
2. eResource Central (plugins for project Gutenberg, open library, plus unlimited additional available eResource connectors and necessary APIs)
3. BookMyne (mobile discovery for iOS, android, HTML5 browsers)
4. Syndetics UNBOUND base package

Provider will ensure BLUEcloud Discovery Platform includes the following modules:

1. <u>Online Public Access Catalog (OPAC)</u>. Online access to the catalog. This allows for searching and reviewing material descriptions.
2. <u>Portal Module</u>. Ability for library customers to establish online accounts within the ILS/DS and facilitates personalized searches of the catalog. It will allow placing of holds for pickup at specific locations, renewals, and payment of fines.

Symphony ILS + BLUEcloud Staff Applications Platform

Provider will ensure the Symphony ILS + BLUEcloud Staff Applications Platform includes the following components:

1. Universal Admin
2. BLUEcloud Cataloging
3. BLUEcloud Circulation
4. BLUEcloud Acquisitions (including order loading, VIP & EDI)
5. BLUEcloud Marketplace (eRC, Global Vendor Access, Global Title Lists, and Community Funded Services)
6. Booking (advanced reservation of rooms, equipment, media)
7. Outreach (allows libraries to reach out to the public to engage them in events)
8. Debt Collection Agency Interface
9. BLUEcloud eRM (management of electronic serials; interacts with EBSCO Information Services)
10. MobileCirc (circulation, inventory, weeding for iOS, android, and HTML5 browsers)
11. Serials (management of physical serials)
12. SIP2 License (universal)
13. SMS Notification Service (unlimited messages annually)

Provider will ensure the Symphony ILS + BLUEcloud Staff Application includes the following modules

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and associated functionality:

1. <u>Acquisitions with Fund Accounting</u>. Selection, purchasing of materials, fund, and vendor tracking.
2. <u>Serials Control with Fund Accounting</u>. Cataloging of publications issued in successive parts.
3. <u>Circulation System</u>. The module within the System that manages the movement of material between patrons and library locations.
4. <u>Homebound Module</u>. A method to circulate material to patrons who cannot come into the library.
5. <u>Event Management</u>. Room reservations and scheduling.
6. <u>Browser-Based Staff Clients</u>. Interfaces which use a web browser to communicate.
7. <u>Cataloging</u>. Maintenance of Bibliographic database by adding, removing and editing bibliographic data.

Provider will provide the following third-party software-as-a-service and licenses:

Third Party Software provided by Provider	Quantity & Type of Subscription	Describe Purpose, Functionality & Expected Operation of Software
Syndetics UNBOUND (or equivalent)	Unlimited enterprise subscription	Provides book cover images for display in catalog searches. Included as part of BLUEcloud Discovery platform.
Talking Tech i-Tiva (or equivalent)	Unlimited enterprise subscription	Voice notification system to notify patrons of materials ready for pickup, card expiration and overdue materials. To be installed on Equipment listed in Section B.

For the third-party solutions Syndetics and Talking Tech i-Tiva (or an equivalent approved by Contract Administrator in writing), Provider will acquire the annual subscriptions to these solutions on behalf of the County. Provider's customer support staff will act as first level support for these solutions pursuant to Exhibit C. Provider may utilize alternative third party solutions to achieve the functionality desired by County only upon written approval from the Contract Administrator.

B. Equipment.

Provider will provide the following Equipment which Provider represents will provide the following functionality:

Quantity	Equipment	Functionality/Comments
1	i-Tiva Server	Specifications: Dell PowerEdge T640; Intel Xeon Silver 4112 2.6 GHz 4 core CPU; 16 GB of RAM; 4 x 300 GB 15K SAS Disk in a RAI 10 array; PERC H730P RAID Adapter; Windows 2016; Redundant Power Supplies; 3 Yr ProSupport NBD; iDRAC 9

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C. Ongoing Services.

Provider will ensure the following ongoing services for the System are provided to County for the duration of the Agreement:

1. Platinum Premier Services Training – Unlimited e-learning (up to 100 named users for an unlimited number of classes; County may change named users at any time)
2. Platinum Premier Services Training – Hands-on lab or instructor-led (one registration for 5 courses annually; courses to be selected by County)
3. Platinum Premier Services Consulting – Custom (up to 20 remote hours). Provider will perform any customized consulting services requested by County or County can purchase custom products from Provider's Services Catalog with the hours. The Parties will enter into a Work Authorization for any customized consulting services. The Work Authorization must include the number of hours required to perform the required services.
4. Platinum Premier Services Consulting – SureSailing support subscription (monthly)
5. Platinum Premier Services Consulting – Access to Enterprise Q & A
6. Platinum Premier Services Consulting – API (annual recurring services package)
7. Platinum Premier Services – Web Services SDK (license for internal library use)
8. Platinum Premier Services Data Services – Authority update service (quarterly)
9. Platinum Premier Services SmartSOURCE
10. Platinum Premier Services Data Services – Bibliographic analysis (annual)

Provider will ensure the following ongoing BLUEcloud Discovery Custom Services are provided to County:

1. BLUEcloud Discovery Consulting – Custom (up to 15 remote hours). Provider will perform any customized consulting services for Enterprise requested by County or County can purchase custom products from Provider's Services Catalog with the hours. The Parties will enter into a Work Authorization for any customized consulting services for Enterprise. The Work Authorization must include the number of hours required to perform the required services.
2. Ongoing Maintenance of Customizations
3. BLUEcloud Discovery Consulting – SureSailing support quarterly
4. Annual Portfolio Asset Load (up to 10,000 records)

3. Technical Approach

A. **Project Plan.** Provider will schedule a Project Kickoff meeting for the implementation of the System. Provider will include for County's review and approval a proposed Project Plan as part of the implementation that covers detailed processes and procedures for the implementation approach outlined below. County must approve the final Project Plan after consultation with Provider's implementation team.

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Implementation Approach

As part of its Project Plan, Provider will assign an implementation team to handle all aspects of implementation, including project management, consulting services, data conversion, installation, and configuration. Provider will ensure that all staff are qualified and trained in their respective assignments. The implementation team will consist of:

- The **Project Manager** will serve as County's primary point of contact during the implementation process. The Project Manager will manage the Project Plan, ensure the project is on schedule, and reach out to Provider departments as needed. The Project Manager will coordinate the creation, approval, and execution of the Project Plan from beginning to end. The Project Manager will hold regular status meetings with County's designated staff.
- The **Data Services Team** will convert and transfer County's existing library data into the System.
- The **Consulting Team** will work with County to establish library policies and procedures and address issues of special importance or priority. The Consulting Team will consult with County staff to provide personalized focus on County's data, policies, workflows, and business procedures.
- The **Product Delivery Team** will ensure the System and all modules are installed and configured pursuant to this Statement of Work.
- The **Training Team** will design and deliver training programs. Provider uses a Learning Management System ("LMS"), called SirsiDynix Mentor, which facilitates the coordination, scheduling, registration, delivery, and reporting as it relates to staff training to identify any issues requiring further training.

Milestones

The detailed Project Plan will include the following milestones:

1) Provider's implementation team will work with County to identify data files that need to be exported from County's existing library system to the System.
2) County (or existing contractors) will export and send to Provider all data to be migrated. This data will be used for Provider's initial data analysis and test migration.
3) Provider will guide County staff through the process of completing all System policies (e.g., item types, location codes, patron profiles, patron categories, bill reasons).
4) Provider will configure data "mapping" profiles corresponding to the newly-defined System policies and convert County's data to the System-specified formats used to load the data to the System.
5) As a part of loading the County's converted data, Provider will perform Authority Processing (Lite Version) where full authority records are supplied and bibliographic headings are updated without customization. Following the production load, Provider will perform the Authority Processing (Full Version) allowing County to update the questionnaires in order to customize the Authority Processing to meet the needs of County's catalog and keep the downtime during the production data load to a minimum.

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6) Provider will load the converted data on a Provider hosted server. Provider will generate a data analysis report that includes statistics on all data loaded successfully and any data that failed to load.

7) County will review and approve in writing the test data load before the final load. County may make changes to the data mapping profiles in the System prior to the final data migration to the System.

8) Provider will conduct training in accordance with this Statement of Work. After training, County will commence with final data extraction, export, and conversion. Provider will process an updated set of data exported from County's existing system, making any needed adjustments to the profiles identified during the test conversion.

9) During the final data load, County may use the Standalone Circulation program for "offline" circulation. County will update the database with the "offline" circulation data, and the Parties will agree on a Final Acceptance Testing start date and subsequent Go-Live Date.

10) After Go-Live, Provider will overlay data with MARC Authority Full Processing, which entails organizing bibliographic information so that it uses a single distinct spelling of a name or heading to locate information (does not include extraction from current system).

Tasks

The detailed Project Plan will include the following tasks to be completed by Provider and services to be provided to County:

Discovery Services (DS). County can create links to any of the listed databases in the DS. In addition, databases that are supported via County's EBSCO subscription can be found in DS directly via the EBSCO Discovery Services ("EDS") API, provided County subscribes to EDS from EBSCO. Provider may provide optional, additional points of integration for the following: BiblioBoard, Hoopla, Overdrive, and potentially to Freegal via eRC connectors. The Freegal connector is currently in beta testing. DS also offers Z39.50 searching as an alternative approach to databases that support the protocol.

Services for Authority Control, RDA, FRBR, and Adaption to BIBFRAME. Provider's ILS/DS will process County's bibliographic database MARC records at the time of System implementation to apply authority control, Resource Description and Access ("RDA") standards, Functional Requirements for Bibliographic Records ("FRBR") access points, and adaption to emerging bibliographic framework ("BIBFRAME") practices to the entire bibliographic database. Provider will perform automatic updates of County's bibliographic and authority database so as to not impact County operations. Any updates that may impact County operations will be performed by Provider outside of business hours. SirsiDynix will implement APLite during the test migration which will supply current authority records and update bibliographic headings without requiring library staff to spend time on the Authority Processing Questionnaires associated with AP Full. Following the production load, County can customize the process performed during the test load to fully meet Counyt's cataloging needs.

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Interfaces. Provider will configure and set up all APIs as set forth in subsection C "Configurations and Interfaces" below.

Data Preparation, Conversion, and Migration. As part of the Milestones outlined above, Provider shall prepare and migrate County's existing database into the System. Provider will work in conjunction with County's ILS/DS administrators to verify and migrate data from the current system. Provider will provide a testing method to verify that the migrated data functions as intended in the System.

Provider shall map user-defined fields in the County's database to equivalent fields in the destination System database. All data (except historical) that is stored within the System, including but not limited to patron, bibliographic, and transactional data, shall be available to County for archival purposes without restriction except for protection of Provider's intellectual property.

Provider will perform the following services to prepare, convert, and migrate County's data to the System:

- Merging and duplication of bibliographic records
  Provider will merge identical bibliographic records into one (1) record. If two (2) or more bibliographic records are identical and have associated items, Provider shall merge all of the bibliographic records into one (1) record, and all of the items from each record will be merged into the resulting single record.

- Processing and Loading of Item Records
  Provider will provide County with the intended System configuration to store item records with multiple indexes from the County's current system. County will provide Provider with written approval of the System configuration to store items. Provider will load the item records into the System in a format applicable to Provider's ILS/DS. After initial configuration by Provider, County will have the ability to configure loader parameters.

- Processing and Loading of Bibliographic and Authority Records
  Provider will be responsible for loading all bibliographic records into the ILS/DS and creating an authority file from the bibliographic data.

- Processing and Loading of Patron Records
  Provider will process County's patron records from the current system and load the patron records into the System per County's instructions (estimated over 1.1 million patron records). Provider will prevent duplicate patron records from being loaded into the destination database.

- Processing and Loading of Acquisitions Order Records
  Provider will process County's current acquisitions records from the current system and load the acquisitions records into the ILS/DS per County's instructions.

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- **Processing and Loading of Serials Holdings Records**
  Provider will process County's serials holdings records from the current system and load the serials holdings records into the ILS/DS. Provider will evaluate the status and vendor codes and revise as necessary during the migration per County's instructions.

- **Processing and Loading of Circulation Loans Records**
  Provider will process County's circulation loan records (except checkout history and other historical data) from the current system and load the circulation loans records into the ILS/DS. Provider will evaluate the loan records information and revise pursuant to County's written instructions.

- **Processing and Loading of Circulation Requests/Holds Records**
  Provider will process County's circulation requests/holds requests records from the current system and load the circulation requests/holds requests records into the ILS/DS. Provider will evaluate the circulation record information and revise as necessary during the migration per County's instructions.

- **Processing and Loading of Circulation Fines Records**
  Provider will process County's circulation fines records from the current system and load the circulation fines records into the ILS/DS. Provider will evaluate the circulation fines records and revise as necessary during the migration per County's instructions.

ILS/DS Test and Training System for County. Provider will deliver a separate test and training environment that is accessible via Java WorkFlows. Provider will remotely operate and manage the separate test and training environment on behalf of County. The test and training environment will accommodate, at a minimum, 500 staff users and contain the same modules as the live environment, and such environments will be used for training staff, examining data migration test files, and testing System releases.

B. Implementation

Provider will be responsible for the following as part of the implementation of the System:

1. Prior to implementation, reviewing and analyzing County's plans for automated systems and services and making any recommendations to facilitate implementation and utilization of the System.
2. Planning for conversion of and loading of County's database of machine-readable records.
3. The designation of a specific Provider's employee to serve as the Provider's Project Manager for implementation of the System. Said Project Manager shall be responsible for phone conferences with County staff, and any on-site visits to County as needed and agreed upon by both parties.
4. A written project plan and schedule for installation, data migration, and testing and cut over of the System.
5. Determining a path and schedule for data migration.

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6. Migrating data and testing functionality.
7. Ensuring third-party interfaces are functioning in accordance with this Statement of Work.
8. Training library staff on the System.
9. Providing ongoing supports services specified in this Statement of Work.

C. Configurations and Interfaces.

Provider will supply all APIs needed for the System to implement Go-Live and achieve Final Acceptance, including APIs needed for any of the software modules listed in this Statement of Work, APIs needed for any of the third-party solutions shown below, or for accessibility to electronic content or resources over the Internet.

Provider shall configure the System to interface with the following third-party solutions to the satisfaction of County, based on the currently used frequencies (e.g., instant, every 5 minutes, every 15 minutes, daily, weekly), methods of transmission (e.g., one-way, two-way), and returns information relevant to the description of the interface for each of the third-party interfaces below. Provider will supply any APIs needed for full functionality of the following solutions:

Third-Party Solutions and Interfaces

Third Party Solution	Description of Solution	Description of Interface	Frequency	Transmission
Syndetics Solutions	OPAC content enrichment provider	OPAC enrichment content is retrieved from Syndetics based on bibliographic data in the System.	As needed (i.e., when requested by County)	Two-Way
Envisionware Inc.	Public PC scheduling and pay printing	System will interface with Envisionware software to validate patron information.	As needed	Two-Way via SIP2
Talking Tech i-Tiva Voice Notification System	Phone and SMS messaging of patrons/customers	System interfaces with i-Tiva and provides patron and notice information necessary for phone and text messages.	Daily	Two-Way
Boopsie Catalog App	BCL WOW android/ apple mobile app	System to extract bibliographic and user data and send to Boopsie	Daily	Two-Way

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Third Party Solution	Description of Solution	Description of Interface	Frequency	Transmission
OCLC EZ Proxy (hosted by County)	Patron authentication for remote access to databases	Authentication to the System and database vendors.	Instant	Two-Way
Point of Sale (POS) – Swyer Associates	Cash register/point-of-sale	System connects to POS to provide fines information and transfers payment information back to System.	Instant	Two-Way via SIP2
Tech Logic	Self-checkout	System communicates with self-checkout machines to perform checkouts similar to a staff client.	Instant	Two-Way via SIP2
Booksite Bookletters	Links to lists of new items by topic	Bookletters displays the libraries' new material or materials of specific interest. Emails subjects of interest to patrons.	Daily	One-Way
Google Analytics	Permit use of Google Analytics by allowing Google code snippet on each page	Google website access statistics.	As needed	One-Way
Overdrive	Ebook provider	System's OPAC allows users to connect to Overdrive and download ebooks.	As needed	Two-Way
Gale	Gale virtual reference library	Electronic reference material for students, educators, researchers and general readers.	As needed	One-Way
Export of information to the County's current collection agency (Unique	Gather information on delinquencies for collection	The information needed by unique Debt Collection Services exported from the System.	Daily	One-Way

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Third Party Solution	Description of Solution	Description of Interface	Frequency	Transmission
Debt Collection Services)				
CLIO Software	Inter Library Loan (ILL) workflow management	System to authenticate patron transactions from CLIO ILL	Daily	Two-Way via SIP2
Content DM – OCLC	Content management with support for Dublin Core tagging of collections and items in collections. CONTENTdm acts as an open archives initiative repository.	The System will connect via Open Archives Initiative Protocol for metadata harvesting to harvest metadata from CONTENTdm and incorporate it into the appropriate bibliographic fields.	As needed	Two-Way
Collection HQ	Collection performance improvement solution	System export of bibliographic, item, and transactional information.	Daily	One-Way
SIP2	Data exchange between ILS and third-party software/hardware	Interface protocol between System and other software/hardware	Instant	Two-Way
NoveList –EBSCO host	Catalog enrichment powered by NoveList	Uploads NoveList content in discovery catalog.	As needed	One-Way
Zebra GK420t label printer compatibility	Label printer	Connect System to printers	Daily	One-Way
Support for Epson T188-V thermal printers	Charge receipt printing	Connect System to printers	Daily	One-Way
Wowbrary	A service that provides a listing of a library's new materials to patrons	Wowbrary will obtain new title information from the System.	Weekly	One-Way
Axis 360	Digital content subscription	Uploads content from Axis360 into System.	As needed	One-Way

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Third Party Solution	Description of Solution	Description of Interface	Frequency	Transmission
Communico for Libraries	Centralized content management system	System will supply information to Communico to allow for centralized content management.	Daily	Two-Way
Interfaces to cultural programs and events	Cultural and event awareness	System will offer cultural event awareness to the public using the OPAC.	Daily	Two-Way
Database query and reporting tools (e.g., Oracle Reports, Navicat, Tableau)	Database access via direct connection	Query and reporting tools for ad hoc data retrieval (read only).	As needed	Two-Way
RFID (Radio Frequency Identification)	RFID and Automatic Materials Handling ("AMH")	System will be ready for accommodating AMH and RFID tagging at a later date after implementation.	Instant	Two-Way

Provider will provide the following customizations for the specific interfaces listed above:

- A report and an Enterprise widget will be installed to facilitate the Syndetics Unbound interface.
- A custom report to extract data for Boopsie interface.
- A custom report to extract MARC data to send to any vendors able to receive data via file transfer protocol ("FTP").
- Integrate event data in Enterprise (CEP and Communico).
- Extract data for Tableau.

D. System Reporting

Prior to achieving Final Acceptance, Provider shall demonstrate the ability to produce the reports listed in Attachment A - Day One Required Reports, available to County on demand, and provide the complete schema of Symphony system showing, at a minimum, tables, fields, views, indexes and relationships. An updated data dictionary will also be required. These reports will contain the information shown in the samples listed in Attachment A in a format approved by the Contract Administrator in writing.

E. Security/Access

Provider will cooperate with County and provide any and all information that County may request

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in order to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

Provider will need access to County network only to the extent required to verify the System functions pursuant to this Statement of Work with County's network. Provider will provide a justification with any request for access to County's network and must submit a security assessment questionnaire. County will provide written notification of the terms outlining Provider's access to County's network.

The System and Provider's Services shall meet or exceed the industry standards and capabilities as specified in Attachment C – NISO Standards, ISO Standards, and Other Standards and Attachment D - Additional Capabilities.

4.   Managerial Approach & Communication

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' advance notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

Provider Participants:	Role	Email	Address/Phone
Sheryl Wray	Project Manager	sheryl.wray@sirsidynix.com	3300 N. Ashton Blvd. #500 Lehi, UT 84043 (800) 288-8020 x5248

Provider will identify its Data Services Team, Consulting Team, Product Delivery Team, and Training Team within fifteen (15) days after the Effective Date.

5.   Training

Provider will provide appropriate training to County staff at various stages of implementation to ensure a smooth implementation and sufficient knowledge transfer to and familiarity of the System by County staff. Provider will design the training classes to explain and demonstrate the functionality of the System. The training classes will provide a blended training approach and include: self-paced training, onsite training, and online instructor-led training. Each style of learning incorporates interactive components. Instructor led classes will be taught in a train-the-

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trainer fashion. The training program will include an outline for County to utilize when planning and delivering training internally.

Unlimited eLearning Subscriptions
Included in County's subscription is an unlimited eLearning subscription covering dozens of different topics, from basic general training to specific administrative topics. Self-paced classes generally take twenty (20) to thirty (30) minutes per session. County will have access to self-paced training for an unlimited number of courses for 500 named users during implementation and 100 named users after Final Acceptance; these Subscriptions allow each of the named users to have unlimited repeat viewings of any self-paced trainings during the subscription period. County may add and remove named users that have access to Provider's eLearning program provided the total number of named users stays within the limits outlined above.

Provider's self-paced courses are:
- Interactive; most lessons have a simulated practice
- Sharable Content Object Reference Model ("SCORM") Compliant; all of the classes are delivered via Provider's LMS to allow tracking of employee learning progress and serves as a tool for identifying employees that may need extra assistance.
- Instructionally Designed; each class is written by a subject matter expert and then reviewed by an additional SME.

Onsite Training
Prior to any instructor led training, participating County staff will take the self-paced Symphony Essential Skills course and the self-paced Circulation and Cataloging classes.

Provider will provide eleven (11) days of onsite training for County's trainers as follows:

- One (1) Day of circulation
- One (1) Day of cataloging
- One (1) Day for report basics, essential skills review & Navigation
- Two (2) Days of Symphony administration
- One (1) Day of booking, requests & outreach
- Two (2) Days of acquisitions
- One (1) Day of serials
- Two (2) Days of cascade training

Private Online/Instructor-Led Training
During implementation of the System, Provider will schedule online instructor-led classes as private sessions for County. Private online instructor-led classes will support up to ten (10) online registrations per session and will cover System configuration and other administrative topics. Provider will also schedule ongoing online instructor-led training sessions as group sessions that are open to any of Provider's clients at a fee. Provider also offers free group sessions are also

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available throughout the year. Provider will notify County of all additional training opportunities as they become available.

Provider will also provide the following as part of its training package:
- First year unlimited eLearning, self-paced training for 500 County logins for:
  o Booking
  o Outreach
  o Requests
  o Offline
  o BLUEcloud products
  o Enterprise end user
  o SMS notifications
  o Individual topics for ongoing review, beyond implementation
- 4 hour session of Online Enterprise Administration Essentials training (hands-on) for up to ten (10) attendees
- 3.5 hour session of Online Enterprise Portfolio training for up to ten (10) attendees
- 1.5 hour session of Online eResource Central training for up to ten (10) attendees
- 3 hours of private, custom online training
- While not required for Go-Live, the BLUEcloud Analytics subscription includes access to "group" instructor led classes. This enables staff to take these courses on an as needed basis. Prior to Go-Live, County will have access to the self-paced suite of BLUEcloud Analytics classes included in the BLUEcloud Analytics subscription.

6.   Deliverable Products and Services

Provider will complete the following Deliverables to be provided at the appropriate time as part of its Project Plan:

a. Data Analysis and Policy Profiling. After analyzing all data, Provider will extract all policy related fields and upload to the online policy interface to be used in "Profiling sessions" which becomes a repository and documentation of all policy values and the desired policy mapping to the System. Provider will also supply a document containing statistical data and highlight any data anomalies found during the analysis for all data types received.

b. Data Review Test Plan. Document to be submitted for County approval.

c. System Configuration Documents. Documents to be provided for County approval.

d. Test Load and Production Data Load. Provider to provide reports following each load. The reports will include information regarding record counts for each data type processed. If

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applicable, the reports will identify any records that failed to be converted or loaded for each data type.

e. Authority Processing (Lite and Final Version). Provider will supply reports that include the headings processes, authority records delivered, bibliographic headings authorized, and bibliographic records not authorized.

f. Offline Circulation Document. To be provided for County approval prior to Go-Live.

g. Go-Live. Provider to provide a consulting checklist of items to be completed prior to Go-Live.

h. Final Acceptance Testing. For any issues documented by County during Final Acceptance Testing, Provider will create a log of such issues and document any progress made on fixing the issues and a report on resolution of all issues prior to continued testing.

7. Final Acceptance Test Plan:

Response Time Acceptance Test
In addition to testing of the Final Acceptance Test Criteria listed below, County will perform Response-Time Acceptance testing to verify that the System is performing at the warranted performance levels. County may choose to waive the Response-Time Acceptance test.

General Definitions for Response Time Acceptance Test

Transaction: A "transaction" is a complete unit of work achieved by an individual using an online workstation in interactive mode. Such unit of work will consist of one (1) or more inputs by the individual, and a responding output by the system for each input. Each input will consist of one (1) or more characters of information resulting from a keystroke or operation of a label-reading device such as a laser scanner. Each response by the System will consist of one (1) or more characters of information transmitted to the workstation at which the individual made the corresponding input.

Complete units of work that constitute transactions include, but are not limited to, the following:
- Check-in
- Check-out
- Renewal inquiry (of any type)
- Patron record input
- Patron record update
- Bibliographic record input
- Bibliographic record update
- Authority record input
- Authority record update
- Item record input
- Item record update

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A given transaction is completed once the individual at the workstation has received the last character of response from the System (other than a "transaction in process" response) at the point where no more inputs or outputs are required to complete a unit of work.

Some transactions may require more than one (1) input and more than one (1) output in order to complete a unit of work. Examples include, but are not limited to, checkout of a single book volume; conduct of a complex inquiry; printing transaction receipts.

Workstation: Any device that provides for interaction between a user and the System. Workstation devices include personal computers, laptops, tablets, other screen displays with keyboards, laser scanners, printers, and other user-operated devices.

Response Time: The elapsed time between the completion of a user input (pressing a key, light-pen scanning or laser scanning of a label) and the start of the resulting computer and printer response (first character of a display, acknowledge tone), other than a "transaction in process" response.

General Guidelines for Performing Response Time Acceptance Tests

County may conduct a thirty (30) minute Response Time Acceptance Test to determine whether the System meets the contracted response times. This will take place during normal business hours under normal working conditions. County will notify Provider no less than 24-hours prior to the test to ensure adequate personnel are available to monitor resources.

Unless waived by County, the System must pass the Response Time Acceptance Test to achieve Final Acceptance. The System shall perform all interactive transactions with average response time of less than or equal to two (2) seconds for users whose workstations are connected to the System server via a greater than or equal to 100 Mbps LAN segment. Provider requires that bandwidth capacity on the County network not exceed 80% during testing periods. If bandwidth prioritization is being used at any County location, Provider recommends that staff workstations be place in the priority queue.

County may conduct a thirty (30) minute Response Time Acceptance Test to determine whether the System is meeting the above response times using one (1) to three (3) workstations connected to the System server via a greater than or equal to 100 Mbps LAN segment. Provider requires that bandwidth capacity on the County network not exceed 80% during testing periods. If bandwidth prioritization is being used at any County location, Provider recommends that staff workstations be place in the priority queue.

If the System does not meet the response times as shown above, the Provider will work with County to troubleshoot potential causes. Should both Provider and County agree that the problem resides within an area under full control of Provider, Provider shall make the necessary adjustments to ensure the System meets the contracted response times. At a mutually agreeable time, Provider shall make adequate personnel available to consult with County staff to fix any

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problems so that the System will meet all response times and performance measurements. If the System does not meet response times and performance measures, then Provider will continue to work with County to remedy the problem and repeat the Response Time Acceptance Tests. Provider and County will repeat this process until the System passes the Response Time Acceptance Tests or County rejects the System.

<u>Final Acceptance Test Criteria</u>

In addition to the Response Time Acceptance Tests, County will conduct Final Acceptance testing pursuant to the test criteria set forth below. County's Contract Administrator will provide written notification of Final Acceptance only upon successful completion of the Response Time Acceptance Tests and all the Final Acceptance Test Criteria stated below:

No.	Deliverable	Final Acceptance Test Criteria	Pass/Fail
1.	Day One Reports	County is able to generate the reports set forth in Attachment A	
2.	System Functionality	The System displays all functionality included in the Functionality Specifications set forth in Attachment B	
3.	Additional Capabilities	The System is capable of functionality set forth in Attachment D	
4.	System Response Time Acceptance Testing	County to confirm System Response Time Acceptance Tests pass, as described in Section 7 – Final Acceptance Test Plan	
5.	Data Load Test	County's existing data files have been properly loaded into the System. County will perform this test to confirm that all patron records, bibliographic records, item records, acquisitions and serials records, and transaction files have been successfully loaded into the System after Provider loads all records into the System.	
6.	Symphony Integrated Library System + BLUEcloud ILS Platform	County to confirm the Symphony Integrated Library System + BLUEcloud ILS Platform contains the components, modules, and functionality described in the Statement of Work	
7.	BLUEcloud Discovery Platform	County to confirm the BLUEcloud Discovery Platform contains the components, modules, and functionality as described in the Statement of Work	
8.	Symphony + BLUEcloud Staff Applications Platform	County to confirm the Symphony + BLUEcloud Staff Application Platform contains the components, modules, and functionality as described in the Statement of Work	

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No.	Deliverable	Final Acceptance Test Criteria	Pass/Fail
9.	Third-Party Software	County to confirm the third-party software contains the components, modules, and functionality as described in the Statement of Work	
10.	Separate Test and Training Environment	County to confirm a separate test and training environment has been created and is functioning, as specified in the Statement of Work	
11.	Discovery Services (DS)	County to confirm Discovery Services contains the components and functionality described in the Statement of Work.	
12.	Services for Authority Control, RDA, FRBR, and Adaption to BIBFRAME	County to confirm: a. new authority records are loaded to replace the existing authority records and that bibliographic records are updated appropriately as defined in the Authority Processing Questionnaires; b. RDA heading is updated according to the standard set forth in the SirsiDynix RDA Update Service document; and c. Provider provides updates on the FRBR and BIBFRAME standards currently under development.	
13.	Data Migration	County to confirm all data successfully migrated to the System	

8.   Optional Services, Additional Software/Licenses:

a.   Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the Parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective.

At request of County and upon agreement by the Parties as to terms, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County Data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

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b. Additional Software/Modules/Services

If County chooses to add software modules, purchase customized software, or procure professional services (all such services deemed "Optional Services"), Provider will provide Support and Maintenance Services pursuant to Exhibit C for all such Optional Services to the extent applicable.

County will have the option of purchasing or subscribing to the following Optional Services offered by Provider:

- BLUEcloud Community Engagement Platform (based on 100,000 contacts & 500 events)
- BLUEcloud Visibility (transform bibs and publish in BibFrame format to web search engines)
- Custom Consulting Hours Annual Subscription (Up to 160 hours)
- Integrated EBSCO Discovery Services (EDS), includes:
    - o Embedded EDS API for integrated BLUEcloud and EDS search results
    - o Integrated SmartLinks and CustomLinks
    - o Embedded EBSCO Full-Text Finder
- Portfolio Digital Asset Management System (up to 100K Assets, 100 GB storage)
- SirsiDynix Web Services SDK for libraries external use (annual subscription)
- BLUEcloud Digital Academy
- BLUEcloud Reference Suite (RefTracker, DeskStats, Dynamic Lookups, Time & Cost Export), 100 concurrent users
- StackMap (integrated maps to pinpoint shelving location in Discovery)
    - o StackMAP collection mapping (annual subscription)
    - o StackMAP Floor Set Up (per floor)
- BLUEcloud Mobile (premium mobile discovery including all BookMyne functions plus custom branding, push notifications, events, virtual user card, web-based CMS etc.)
- BLUEcloud Reference Suite (RefTracker, DeskStats, Dynamic Lookups, Time & Cost Export), 100 concurrent users
- NCIP License (per vendor; 1 included at no additional cost in scope of Agreement)

Custom Development Services
County may from time to time request customized services, the scope and pricing of which must be agreed to in writing by the Parties if not included within County's existing subscription.

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Attachment A – Day One Required Reports

CATALOGING:
Temporary Items/Itemless Bibs
This report will show information about temporary items and/or itemless bibliographic records. The information displayed will be limited by the branch(es) that own the title, as well as, to show only temporary items, only itemless bibliographic records, or information about both.

BRANCH	BIBLIOGRAPHIC ID	TEMPORARY	TITLE	AUTHOR	CALLNUMBER	PUBLISHING DATE	ISBN
MAIN	43234524	NO	OLIVER TWIST	DICKENS	FIC DICKENS	2001	432452555
NORTH REGIONAL	3436456	NO	ANTIQUE CARS	SMITH	REF CARS	1999	545345353

Count of Items by Location
This report will show the total number of items grouped by Branch and Location codes. Location refers to a section within the library containing similar items. For example, Juvenile location has all material pertaining to juveniles. The report will show summary and grand totals.

BRANCH	LOCATION CODE	LOCATION NAME	COUNT
MAIN	1	CIRC	200
MAIN	2	REFERENCE	300
MAIN	3	JUVENILE	100
		TOTAL	600
WEST	1	CIRC	100
WEST	2	REFERENCE	100
WEST	3	JUVENILE	100
		TOTAL	300
		TOTAL	900

Count of Items by Location/Media
This report will show the total number of items grouped by branch, location, and media codes. The count of items will be limited by the creation date of the item and earlier, as well as, specific branch, location, and media codes.

BRANCH	LOCATION CODE	LOCATION NAME	MEDIA	COUNT
MAIN	1	CIRC	BOOK	200
MAIN	2	REFERENCE	BOOK	300
MAIN	3	JUVENILE	DVD	100
		TOTAL		600
WEST	1	CIRC	BOOK	100
WEST	2	REFERENCE	BOOD	100
WEST	3	JUVENILE	CD	100
		TOTAL		300
		TOTAL		900

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Shelf List/Dusty Shelf List

This report will show information about items that are in an on-shelf or on-shelf temporary status for each selected branch, location, and media code combination. It will also allow the report to be restricted by a date range of when an item changed status.

	CALLNUMBER	BID	ITEM	AUTHOR	TITLE	PUBDATE	STATUS	STATUSDATE	LASTCHARGEDATE	PRICE	BRANCH	LOCATION	MEDIA
1													
2	CD FIC JOHANSEN	1313112	R0072751033	Johansen, Iris.	No one to trust [sound re	2002	Charged	1/2/2014	5/12/2011	29.95	Galt Ocean	GENERAL C	AUDIO BOOKS ON
3	DVD M	13766439	R0096843983		Main Street	2011	Charged	1/2/2014	9/14/2012	26.98	Galt Ocean	GENERAL C	DVD
4	LGPT FIC FRENCH	13826698	R0130370575	French, Nicci.	Blue Monday	2012	Charged	5/8/2014	1/1/1900	32.99	Galt Ocean	GENERAL C	LARGE PRINT BOOK
5	DVD G	13855416	R0160289194		Game of thrones. The co	2013	Charged	5/13/2014	4/16/2014	59.99	Galt Ocean	GENERAL C	DVD SERIES / SETS
6	DVD 792.702809 CO	1346116	R0103090615		Comedian	2003	Charged	5/5/2014	4/25/2014	22.49	Galt Ocean	GENERAL C	DVD NON-FIC

Last Item Report

This will show items that are the only remaining item connected to a bibliographic record.

BIB ID	ITEM ID	TITLE	BRANCH	MEDIA	CALL NUMBER	ISBN
1200001	RO1231231	FAST CARS	WEST	DVD	DVD CARS	12314144

Titles or items added by date

This report will show a list of titles or items added into the system by date added. It will allow for date range selection. It will show the title, call number, author, bibliographic ID number and how many items or titles were added on that same date if any.

TITLE	ITEM NUMB	CALLNUMBER	AUTHOR	BIB ID	NEW TITLE	MEDIA
SHARKS	R32344243	REF SHARKS	G. SMITH	10011101	YES	DVD
WEATHER PATTERNS	R23432344	REF WEATHER	OLSEN	23234244	NO	BOOK

CIRCULATION REPORTS:

Overdue notices

This report will allow printing of overdue notices to be mailed to patrons. Overdue notices will be generated on any overdue length of time from due date. Information on the notices will include patron information, item information including charge and due dates. Notices will be easily customizable.

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```
        FIRST OVERDUE NOTICE            The item/s listed below
              06/08/16                  are overdue. Please return
        BROWARD COUNTY LIBRARIES        these item/s and pay any
                                        fines owed.




             MILLER FRED ERIC
             9999 SW 99TH CT
             FORT LAUDERDALE, FL 33318-2139


                                   PID: D058014356

    PLEASE RETURN LIBRARY MATERIALS ON TIME TO AVOID FINES.  Thank you.
                     ITEM DESCRIPTION
    ID: R0135010667   Suzukaze, Ryo
    BR: HO            Attack on Titan : Kuklo u
    PHONE: 954-357-7760 DUE: 05/23/2016   CALL #: YA FIC SUZUKAZE
```

Billing notices

This report will allow printing of bills to be mailed to patrons. Bills will show the items being billed for, the charges, patron information, charge date, due date. Bill notices will be easily customizable.

```
        BILLING NOTICE              YOU MAY CLEAR YOUR RECORD BY
           06/08/16                 EITHER RETURNING THE ITEM(S)
     BROWARD COUNTY LIBRARY         AND PAYING AN ACCUMULATED
                                    FINE OR BY PAYING FOR THE
                                    REPLACEMENT OF ANY LOST
                                    ITEM(S). PLEASE CONTACT THE
                                    BRANCH LIBRARY IF YOU HAVE
                                    ANY QUESTIONS. PAST DUE
                                    BALANCES PLUS AN ADDITIONAL
          WILLIAMS DAVID R            CHARGE OF $10.00 MAY BE
          9999 RIDGE TRACE          REFERRED TO UNIQUE NATIONAL
          DAVIE, FL 33328           COLLECTIONS. YOUR CREDIT
                                    COULD BE ADVERSELY AFFECTED
                                    PID: D024402201

    OUR RECORDS INDICATE THAT THE FOLLOWING ITEMS HAVE NOT BEEN RETURNED:
                                                         ITEM      LINE
                 ITEM DESCRIPTION     FINES     FEES     COST      TOTAL
    ID: R0116604033   Huxley, Aldous, 1894  $.00   $10.00   $14.99   $24.99
    BR: DC            Brave new world /
    PHONE: 954-357-6399DUE: 05/03/2016  CALL # FIC HUXLEY
```

Notices report

In addition to overdue and billing notices reports, the capability to run reports on any types of notices generated would be useful. Notices can be of type printed, email, voice or text.

NOTICE DATE	NOTICE TYPE	NOTICE FORMAT	PATRONID	NAME	EMAIL	ITEM	TITLE	MEDIA	BRANCH
2016-06-01 04:05:02.0	01	EMAIL /W BOUNCE	D034356678	MILLER DAISY	mail@gmail.com	R0117276257	Dumpling days : a novel /	BOOK	>R
2016-06-01 04:05:02.0	01	PHONE /W BOUNCE	D054678565	KUCINSKI LAUREEN K	null	R0074596382	Remains silent a novel /	ABCD	WR
2016-06-01 04:05:02.0	01	PHONE /W BOUNCE	D045683743	STEEGSTRA MICHELE M	null	R0078601684	Deception	ABCD	DB
2016-06-01 04:05:02.0	01	PHONE /W BOUNCE	D044015267	STEEGSTRA MICHELE M	null	R0122684300	The promise	ABCD	DB

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Patron List

This report displays information about patrons based on their patron type and their status. This will show basic patron information such as name, address, phone, home branch, patron status, patron type, email, registration and expiration date.

	PATRON NAME	PATRON ID	PATRON STATUS	PATRON TYPE	LAST ACTION DATE	REGISTRATION DATE	EXPIRATION DATE	PRIMARY ADDRESS	PRIMARY CITY/STATE
3	CHUA ALDREI	D056867889	GOOD	PERMANENT	9/8/2014	9/19/2012	9/7/2018	5555 SW 124 WAY	MIRAMAR, FL
4	LARSEN KAI E	D056443434	GOOD	PERMANENT	9/19/2012	9/19/2012	9/19/2015	6666 JACKSON ST	HOLLYWOOD, FL
5	AHMED TANVIR	D056990898	GOOD	PERMANENT	9/19/2012	9/19/2012	9/19/2015	2499 NE 10 ST	POMPANO BEACH, FL

Circulation statistics summary by branch

This report will show, for a given date range, the number of charges, renewals, discharges and on shelf discharges by branch.

BRANCH	CHARGES	RENEWALS	DISCHARGES(RETURN)	ON SHELF DISCHARGE
MAIN	350	275	127	12
WEST	35	22	1	8
NORTH	122	45	18	4

Unfilled holds

This report displays information on outstanding title and item holds. These are holds yet to be filled for patrons. The report output is limited by a transaction date, where holds placed before that date will be displayed, and branch, which corresponds to the transaction branch where the hold was placed.

TITLE	AUTHOR	CALLNUMBER	PATRONID	HOLD PLACED AT	PICKUP BRANCH	DATE HOLD PLACED
BEES IN THE WILD	WESSON	123.122 BEE	D0443444	MAIN	WEST	3/26/2016
FAST CARS	MOTORS	FIC CARS	D0434555	WEB	MAIN	2/25/2016

Claims returned list

This report displays information on those transactions for items that were identified as claims returned. The report output can be limited by the branch, which is associated with both claims returned branches and item branches.

TITLE	ITEM NUMBER	AUTHOR	CALLNUMBER	PATRONID	CHARGE DATE	BRANCH	DUE DATE	CLAIMED DATE
BEES IN THE WILD	R02332345235	WESSON	123.122 BEE	D0443444	1/12/2016	WEST	1/21/2016	1/30/2016
FAST CARS	R05646466466	MOTORS	FIC CARS	D0434555	3/24/2016	MAIN	4/16/2016	4/20/2016

Intransit report

This report displays information on items that are in an in-transit or hold-in-transit status for more than a specified amount of days. Item information, from and to branch will be displayed.

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ITEM	TITLE	DATE INTRANSIT	FROM BRANCH	TO BRANCH	INTRANSIT FOR HOLD	
R02332345235	BEES IN THE WILD	3/20/2016	MAIN	WEST	YES	
R05646466466	FAST CARS	3/31/2016	WEST	MAIN	NO	

ACQUISITIONS:

Order log.

Show basic information of orders: Date of order, title, copies and vendor information.

ORDER DATE	TITLE	COPIES	VENDOR CODE	VENDOR NAME
4/25/2016	BEES IN THE WILD	45	YT6832	TAYLOR BOOKS

ADMINISTRATIVE:

User listing

This report will produce a listing of all users of the ILS. It will show their granted permission set in a clearly visible grid. It will include choices about selecting users by group, status, branch or by specific permission sets.

USER NAME	ALIAS	DATE REGISTERED	DATE EXPIRED	GROUP
PHIL STEVENS	PS1	6/30/2016		STAFF
MIKE WARD	MW2	3/15/2013	4/20/2015	VOLUNTEER

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Attachment B – Functionality Specifications

1. APPLICATIONS SOFTWARE

1.1 BIBLIOGRAPHIC DATABASE SYSTEM

Will provide the following:
1.1.1   Unicode and Marc8 Compliant
1.1.2   Supports FRBR
1.1.3   Supports RDA
1.1.4   Support for diacritics
1.1.5   Support for adaption to Bibframe

1.2 CATALOGING w/ AUTHORITY CONTROL

Will provide the following:
1.2.1   Subscription to providers of bibliographic MARC records
1.2.2   Batch import/download of MARC records from any source to generate bibliographic and item records in the ILS. The records may be from a website, FTP source, or MARC records on a local drive
1.2.3   Full screen editing of MARC records with database update on save
1.2.4   Editing and validating of bibliographic records
1.2.5   Transfer bib records and combine their holding/item records automatically
1.2.6   Batch export MARC records (Marcout) with or without holding information via scheduled task
1.2.7   Real-time download with Z39.50
1.2.8   Global or individual edit of bib records
    1.2.8.1 Add/delete fields
    1.2.8.2 Edit fields and sub fields
    1.2.8.3 Replace fields and subfields
1.2.9   Global or individual edit of holding/item record
    1.2.9.1 Item Type
    1.2.9.2 Call Number
    1.2.9.3 Location
    1.2.9.4 Notes
    1.2.9.5 Status
    1.2.9.6 Add/delete fields
1.2.10 Build customized spine and pocket labels
1.2.11 Provide customizable duplicate detection
    1.2.11.1   Duplicate OCLC numbers
    1.2.11.2   Duplicate standard identifiers (02x fields)
    1.2.11.3   Duplicate item numbers
    1.2.11.4   Duplicate unique bibliographic identifier
1.2.12 Use formatted coding templates to reduce errors in fixed-field coding

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1.2.13 Manage links between authority and bibliographic records automatically

1.2.14 Fully supports Unicode and HTML in special characteristics and diacritics

1.2.15 Flexibility in searching bibliographic records by any MARC field

1.2.16 Create customized lists and reports

1.2.17 Ability to create non-Marc metadata

    1.2.17.1 Dublin Core

    1.2.17.2 Other

1.2.18 Ability to bridge records back and forth between staff and cataloging modules

1.2.19 Authority Control

    1.2.19.1 Automatically verify the headings in any record

    1.2.19.2 County staff may update headings in authority records and initiate a process that will update related bibliographic headings

    1.2.19.3 Provider's authority update services will replace authority records that may no longer be separate or that are otherwise obsolete and will update associated bibliographic headings

    1.2.19.4 Ongoing update of authority headings according to the Library of Congress

    1.2.19.5 Globally update authority headings records by any MARC field for any field that is under authority control

    1.2.19.6 Provide ongoing service for application of authority control, RDA standards, and FRBR access points to BCL'S bibliographic database of an estimated 1,175,000 MARC records at the time of ILS implementation. The result of this authority control process would be the change of each applicable heading in each MARC record to a current form of entry, and production for each such heading of a corresponding MARC authority record for inclusion in the database of the Next-Generation Integrated Library System; the RDA conversion of all bibliographic records, and the updating and addition of access points in bibliographic records to prepare for a FRBR display in the ILS

    1.2.19.7 Automatic Authority Control Update Services would be provided as periodic services for automatic updates of Authority Records, RDA standards, and FRBR access points in BCL's bibliographic and authority database. The result of this update process would be replacement of Authority Records with newer versions of those records, and the update by the NGS of headings in associated MARC records to a current form of entry, and the update of records to meet current RDA and FRBR standards.

1.3 ACQUISITIONS w/ FUND ACCOUNTING

Will provide the following:

1.3.1 Ability to have separate Acquisitions budgets, vendors, activity and data for designated groups of libraries

1.3.2 Ability to create and maintain selection and ordering lists

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      1.3.2.1 Download Acquisitions vendor selection lists

      1.3.2.2 Integrate multiple vendors' selection lists

      1.3.2.3 Staff additions and deletions to selection and order lists

      1.3.2.4 Electronic ordering with selection lists

1.3.3   Selections and purchase request functions are part of the Acquisitions software

1.3.4   Ability to make customizable data entry and add free text fields to selection and purchase requests

1.3.5   Ability to produce individual purchase requests and desiderata

1.3.6   Sort purchase requests by selector, program, or budget code

1.3.7   Ability to customize work slips to reflect local format and fields

1.3.8   "Work slip" functionality

      1.3.8.1 – Electronic work slips

      1.3.8.2 Printed work slips

1.3.9   Accessibility to acquisitions information throughout the Technical Services and processing workflow and in the Online Public Access Catalog (OPAC), for

      1.3.9.1 Selection

      1.3.9.2 Ordering

      1.3.9.3 Receiving

      1.3.9.4 Pre-Processing

      1.3.9.5 Cataloging

      1.3.9.6 Post-Processing

      1.3.9.7 OPAC

1.3.10 Ability to suppress selections/desiderata bib records and items in OPAC

1.3.11 Automatic Update of bib record in OPAC throughout the acquisition/processing/cataloging workflow

1.3.12 Ability to send emails at the selection stage and throughout the acquisitions/processing/cataloging workflow

1.3.13 Ability to delete a record

1.3.14 Ability to have an indexed and searchable User Defined Field (UDF) that is linked/related to the County-generated PO number contained in the ILS. Library staff creates and enter data into this field.

1.3.15 Archive by fiscal year

1.3.16 Catalog records will remain separate from acquisitions records.

1.3.17 Ability to distribute partially approved/received orders

1.4 SERIAL CONTROLS (W/FUND ACCOUNTING)

Will provide the following:

1.4.1   Issue arrival prediction

      1.4.1.1 Regular patterns

      1.4.1.2 Irregular patterns

1.4.2   Automatic check-in

1.4.3   Flexible holdings display (free text)

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1.4.4 Manual edit of holdings patterns

1.4.5 Display of serials holdings data in other modules

1.4.6 Accommodate and link title variations

1.4.7 Accommodate and link multiple formats of the same title (print, fiche, electronic)

1.4.8 Hyperlink to e-version of journal

1.4.9 Flexible, customizable display of call number and location

1.4.10 Share vendor records with acquisitions module

1.4.11 Share fund records with acquisitions module

1.4.12 Manage subscription renewals and cancellations

1.4.13 Support automatic or mediated claims and cancellations in email or print formats

    1.4.13.1   Automatically, via email

    1.4.13.2   Manually, via email

    1.4.13.3   Automatically, via printouts

    1.4.13.4   Manually, via printouts

1.4.14 Claim alerts

1.5 OPAC

Will provide the following:

1.5.1 Web browser visual user interface using the most popular web browsers

1.5.2 Secure Socket Layer encryption

1.5.3 Language interfaces in the following languages

    1.5.3.1 English

    1.5.3.2 Spanish

    1.5.3.3 Haitian Creole French

1.5.4 Smartphone/Tablet interface

1.5.5 Ecommerce interface

1.5.6 Authentication to access secure websites and restricted resources

1.5.7 URL Link Resolver

1.5.8 Link from the OPAC to multimedia and e-content

    1.5.8.1 e-books

    1.5.8.2 e-journals

    1.5.8.3 videos

    1.5.8.4 audio books

1.5.9 User-customizable capabilities and personalization

    1.5.9.1 Interface look and feel (skins)

    1.5.9.2 To make requests for alerts of new content via keyword

    1.5.9.3 User created favorites lists

    1.5.9.4 User created "Saves Searches" lists

    1.5.9.5 User created starred reviews

1.5.10 Capabilities and customer support for Library's page-level customization

    1.5.10.1   Audio books

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1.5.10.2   Customizable search buttons

1.5.10.3   Customizable search interface

1.5.10.4   Customizable display screens

1.5.10.5   Display enriched content: e.g. from Content Café (up to 9,000,000 circulated items annually)

1.5.11   Display multiple links per record

1.5.12   "Similar Search" or "Did you mean" function

1.5.13   Limit searches to specific holdings

1.5.14   Limit searches to only available items

1.5.15   Limit searches to specific locations

1.5.16   Ability to narrow down search results

1.5.17   Ability for patrons to place holds on specific copies

1.5.18   Ability for patrons to place holds on specific volumes

1.5.19   Ability for patrons to view their charges and have enhanced abilities regarding their accounts

1.5.20   Ability to specify(filter) item locations in first results display screen

1.5.21   Ability to specify(filter) item locations and specify their display order in subsequent results display screens

1.5.22   Ability to invoke an OPAC search from a different web page.

1.5.23   Provide ADA Accessibility

1.6 PORTAL MODULE

Will provide the following:

1.6.1   Authentication for user access

1.6.2   Secure Socket Layer encryption

1.6.3   User-customizable interfaces

1.6.4   Content Alert Service matching user profile

1.6.5   Profiles for Personalized Library Service

1.6.6   Faceted Searching

1.6.7   RSS Notification

1.6.8   Federated Searching

     1.6.8.1 Z39.50 based

     1.6.8.2 Based on connectors

         1.6.8.2.1   of licensed databases

         1.6.8.2.2   of programs and events (in 1.10)

1.7 CIRCULATION SYSTEM

Will provide the following:

1.7.1   Notification

     1.7.1.1 Printed

     1.7.1.2 Email

     1.7.1.3 Text Message to Phones

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1.7.1.4 Automated Telephone Notification system (i.e., i-Tiva)

1.7.1.5 Multi-Language support

1.7.2 Offline PC Circulation backup

1.7.3 Online Patron Registration with duplicate detection

1.7.4 Link/Merge patron records

1.7.5 Store pictures of customers in patron record

1.7.6 Customizable email or printed receipts

1.7.7 Intuitive and easy to use staff interface

1.7.7.1 To make status changes

1.7.7.2 To edit records

1.7.7.3 To set a return date

1.7.7.4 Ability to sort or search records using multiple fields

1.7.7.5 Search terms will allow for approximate string matching

1.7.7.6 Ability to customize workstation settings

1.7.8 Client Software is compatible with mainstream browsers, software, and Operating Systems as follows: the Java WorkFlows client may be used on Windows and Mac workstations; SymphonyWeb may be used with workstation browsers included Chrome, Safari, and FireFox (it is not supported on Edge or IE nor with mobile browsers); MobileCirc app may be used on iOS and Android devices, or with mobile or workstation-based browsers; and BLUEcloud staff applications are supported on workstation-based browsers

1.7.8.1 Windows 7

1.7.8.2 Windows 10

1.7.8.3 Unix/Linux

1.7.8.4 Mac OS

1.7.8.5 Android

1.7.8.6 iOS

1.7.8.7 Microsoft Edge Browser, IE11, Safari, and Chrome

1.7.9 Intuitive and easy to use staff interface and functions for Holds/Requests

1.7.9.1 To turn off/on the capability to place holds on specific items/copies at the bibliographic record or collection level

1.7.9.2 Customizable holds

1.7.9.3 Hold notifications

1.7.9.4 Customizable hold slips

1.7.9.5 Customizable holds check-out slips

1.7.9.6 Support for in-transit shipment of requested items

1.7.9.7 Hold work slips

1.7.9.8 Hold transit work slips

1.7.9.9 ASAP feature – for staff to move customers to the top of the Holds Queue. Re-orderable holds queue.

1.7.9.10   Limit the total number of items a customer can request

1.7.9.11   Limit the total number of items a customer can check out by format

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      1.7.9.12   Block customers with fines over a certain dollar amount
1.7.10 Capability to set up a floating collection
      1.7.10.1   For a designated group of libraries or all libraries in the Library
          system
      1.7.10.2   By designated groups of items (collection or item type)
      1.7.10.3   Capability to specify a redistribution algorithm for a given floating-
          collection
1.7.11 Archive financial transactions
1.7.12 Batch loading(registering) and deleting of patrons

1.8 INVENTORY CONTROL MODULE

Will provide the following:
1.8.1   Portable inventory control devices

1.9 ILL MANAGEMENT SYSTEM

Will provide the following:
1.9.1   Interfaces
      1.9.1.1 Interoperates with OCLC
      1.9.1.2 Interoperates with other Integrated Library Systems
1.9.2   Support for authentication (Provider will support SIP2 or NCIP-based
      authentication)
1.9.3   Overdue and item ready for pickup notifications using:
      1.9.3.1 Email messages
      1.9.3.2 Automatic text messaging to phones
      1.9.3.3 Staff texting overdue notices
1.9.4   Capability to build a database of libraries that have loaned material to the
      library
1.9.5   Printout of ILL labels
1.9.6   Patron ILL self-service requests

1.10   Z39.50 SERVER
1.11   Z39.50 CLIENT
1.12   MANAGEMENT INFORMATION SYSTEM/REPORT GENERATOR

Will provide the following:
1.12.1 Production of the Day One Reports as described in Attachment A
1.12.2 Capabilities for SQL queries (ex. Using Oracle basic connections or JDBC)
1.12.3 User-customizable reports
1.12.4 Ability to schedule reports
1.12.5 Batch loads and exports of records will report the details of the data transfer
1.12.6 Reports will be exported in the following formats:
      1.12.6.1   Excel

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1.12.6.2   CSV

1.12.6.3   Raw data in text format

1.12.7   Users are warned about reports that may be CPU intensive

1.12.8   Access to sensitive reports will be controlled by user profile settings

1.13   Management feature to integrate all digital collections.

1.14   Sync digital titles in catalog alongside physical materials so searches can return comprehensive results

1.15   BROWSER-BASED STAFF INTERFACE

1.15.1   For all staff roles

1.15.2   For system administration

1.16   SYSTEM ADMINISTRATION

Will provide the following:

1.16.1   Create user profiles and passwords for ILS access

1.16.2   Grant and revoke privileges for users

1.16.3   Full Read SQL access to live database.

1.16.4   Update access to live database using APIs

1.16.5   Ability for County to create temporary database tables using the CREATE GLOBAL TEMPORARY TABLE...syntax

1.16.6   Ability for County to create a separate database instance on the same server where the live database resides

1.16.7   Ability to create user-defined fields within the database

1.16.8   Authentication of staff accounts using Active Directory

1.16.9   Periodic expiration of passwords with notice to reset

1.16.10   Full and differential backups

1.16.11   Full documentation of RDMS, Hardware, applications, operating systems, and network diagrams

1.16.12   Full documentation and training is available for all aspects of the ILS/DS

1.16.13   A disaster recovery plan

1.16.14   ILS is configured for 99.99% availability.

1.17   DATA ENCRYPTION

Will provide the following:

All of the data held in the ILS will be encrypted. This includes "data at rest" and "data in motion." All backups will be encrypted.

1.18   AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

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Accessibility to the ILS software including any presentation through web pages or client software will meet the minimum ADA compliance requirements below:

1.18.1 All images will have an alternate text representative of the image.

1.18.2 Color schemes will ensure maximum contrast for all text, elements, controls, widgets, etc.

1.18.3 All input controls will be labelled accordingly, so they are easily discernable by an ADA interpret device.

1.18.4 All downloadable document will be available in an alternative text-based format.

1.18.5 All video content will include audio descriptions of images, settings, gestures and any other details of the video.

1.18.6 Avoid using blinking, flashing or other distracting feature.

1.18.7 Include visual notification and a corresponding transcript if any sound is played.

1.18.8 Design online forms to include descriptive HTML tags that provide persons with disabilities the information they need to complete and submit the forms.

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Attachment C – NISO Standards, ISO Standards, Other Standards

NISO Standards

MARC21
ANSI/NISO Z39.50-2003 (R2009) Information Retrieval: Application Service Definition & Protocol Specification
ANSI/NISO Z39.56 The Serial Item and Contribution Identifier (SICI)
NISO/ISO Z39.63 Interlibrary Loan Data Elements
ANSI/NISO Z39.71-2006 Holdings Statements for Bibliographic Items
ANSI/NISO Z39.88-2004 (R2010) The OpenURL Framework for Context-Sensitive Services
ANSI/NISO Z39.93-2014 The Standardized Usage Statistics Harvesting Initiative (SUSHI) Protocol
NISO Z39.100-201x Standard Interchange Protocol (SIP)

ISO Standards

ISO 15511:2011 specifies the International Standard identifier for libraries and related organizations (ISIL)
ISO 27729 International Standard Name Identifier

Other Standards

COUNTER
EAD
EDIFACT
ERMI
OASIS
ONIX
OSI Reference Model
SSL
SRU
SOAP
TEI
UTF-8
MARC-8

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Attachment D – Additional Capabilities

Additional Capabilities

Ability to read 11 digit Codabar Modulus 10 for Item labels
Ability to read 10 digit Codabar Modulus 10 for Patron labels
EZproxy
Active Directory

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Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Implementation Fees

Description	Invoicing	Payment
All Services outlined in Exhibit A (including, but not limited to, data migration, installation, consulting, and training)	Upon County written notification of Final Acceptance	$72,103.00

Provider shall invoice for the amounts stated above only upon County notice of written acceptance of the applicable Milestone.

Software as a Service Fees

Software as a Service Fees shall commence only upon the date of Final Acceptance ("FA"), and will be invoiced quarterly in advance. Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

Year	BLUEcloud Core (powered by Symphony) ILS Platform	BLUEcloud Discovery Platform	Symphony + BLUEcloud Staff Applications Platforms	SirsiDynix Recurring Services (Platinum Premier Services)	Talking Tech i-Tiva	ANNUAL FEE
Year 1 after FA	$100,000	$34,366	$34,366	$24,432	$23,840^	**$217,004**
Year 2 after FA	$100,839	$35,204	$35,204	$25,270	$4,375	**$200,892**
Year 3 after FA	$102,266	$36,628	$36,628	$26,694	$4,593	**$206,809**
Year 4 after FA	$103,732	$38,094	$38,094	$28,160	$4,823	**$212,903**
Year 5 after FA	$105,239	$39,603	$39,603	$29,669	$5,064	**$219,178**
Option Year 1	$106,793	$41,154	$41,154	$31,222	$5,211	**$225,534**
Option Year 2	$108,393	$42,751	$42,751	$32,817	$5,472	**$232,184**

^Year 1 after FA fee includes cost for server listed in Section 2.B. of the Statement of Work and the implementation and license fees for Talking Tech i-Tiva.

Optional Services

For all Optional Services for which invoicing is indicated as quarterly in advance, Provider will prorate the initial invoice for the time period from the date County issues written notice of Final Acceptance of the applicable module until the next quarterly Software as a Service Fees invoice, with subsequent quarters invoiced in accordance with the existing quarterly invoicing schedule

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for Software as a Service Fees. Any applicable annual increase to the fees stated below will be applied on the next anniversary date of Final Acceptance that is at least one year after County issues written notice of acceptance of the applicable module.

Description	Unit/Term	Invoicing	Annual Fee (unless stated as hourly)
Professional Services (including project management, customization, programming, and conversion services)	Hourly	Monthly in arrears	$300/hour
BLUEcloud Community Engagement Platform (per Exhibit A)	Annually	Quarterly in Advance	$20,000*
BLUEcloud Visibility (per Exhibit A)	Annually	Quarterly in Advance	$30,340*
Block of 160 Custom Consulting Hours	One-Time Fee	Upon issuance of applicable purchase order	$10,000*
Integration EBSCO Discovery Services	Annually	Quarterly in Advance	$21,000*
Portfolio Digital Asset Management System (up to 100,000 assets and 100 GB storage)	Annually	Quarterly in Advance	$26,250*
SirsiDynix Web Services SDK for libraries external use (annual subscription)	Annually	Quarterly in Advance	$2,500*
BLUECloud Digital Academy	Annually	Quarterly in Advance	$10,000*
BLUEcloud Reference Suite	Annually	Quarterly in Advance	$20,230**
StackMap (integrated maps to pinpoint shelving location in Discovery)	Annually	Quarterly in Advance	$13,700**
StackMap Floor Set Up	One-Time	Monthly in Arrears	$500 per floor set up

*The listed fee will apply and hold firm from the date of County's written notice of final acceptance of such module until the next anniversary date of Final Acceptance of the System that is at least one (1) year after County's written notice of final acceptance of such module. For each annual period thereafter (calculated based upon the date of Final Acceptance for the System),

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Provider may increase the annual fee as follows, provided that Provider gives not less than sixty (60) calendar days prior written notice of any such increase to County: the percentage increase in the annual subscription fee shall not exceed the lesser of (i) three percent (3%) per annum, or (ii) the percentage increase in the "CPI" (as defined below) for the yearly period ending six months prior to the subscription term for which the increase applies. The "CPI" shall be the unadjusted percent change to the Miami-Fort Lauderdale Consumer Price Index for all urban consumers, all items (1982-1984=100), as published by the Bureau of Labor Statistics, Southeastern Regional Office.

**The listed fee for this Optional Service will apply and hold firm from the date of County's written notice of final acceptance of such module until the next anniversary date of Final Acceptance of the System that is at least one (1) year after County's written notice of final acceptance of such module. For each year thereafter (calculated based upon the date of Final Acceptance for the System), Provider will invoice County quarterly in advance based on the following annual fees:

Optional Service	Year 2	Year 3	Year 4	Year 5	Year 6
BLUEcloud Reference Suite	$20,817	$21,421	$22,042	$22,681	$23,339
StackMap	$14,097	$14,506	$14,927	$15,360	$15,805

Optional Services Price Increase Example (*for clarification only*):
If County issues notice of Final Acceptance of the System January 1, 2020, and County elects to purchase BLUEcloud Visibility and provides notice of final acceptance of same on March 1, 2021, then Provider will invoice County the following amounts:
- For period from March 1, 2021 (date of final acceptance of BLUEcloud Visibility) – December 31, 2022 (i.e., until next anniversary date of Final Acceptance of the System at least one (1) year after County's written notice of final acceptance of BLUEcloud Visibility): $30,340 annual fee, invoiced as follows:
  - On April 1, 2021, $10,113.33 (i.e., $2,528.33 in arrears for the prorated period from March 1, 2021 – March 31, 2021, and $7,585 in advance for the April 1, 2021 – June 30, 2021 quarter);
  - On July 1, 2021 and each quarter thereafter through quarter ending December 31, 2022, $7,585 quarterly in advance;
- For period from January 1, 2023 – December 31, 2023 (and annually thereafter): $30,340 annual fee + increase of lesser of 3% and CPI increase, subject to notification and calculation terms above, invoiced quarterly in advance.

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Exhibit C - Support and Maintenance Services

Provider shall provide County with Support and Maintenance Services so as to ensure and maintain optimal performance of the System consistent with the Statement of Work and the Documentation, which services shall include the following:

- Timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System (collectively, "Events") in keeping with the Required Response Times stated below;

- Providing and facilitating the installation of updates, upgrades and releases as they are made available to Provider's other clients;

- Notification of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.

- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the System;

- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the System;

- Use of ongoing best efforts to maintain the optimal functioning of the System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the System;

- Remote System diagnostics and support using connection tools mutually agreed to by the Parties in advance in writing;

- Remote mobile device diagnostics and support;

- Routine notification to County as it becomes available of new or updated information pertaining to the System and the Documentation; and

- Any other support and maintenance services routinely provided to SaaS subscribers of Provider.

Support and Maintenance Services shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the System or Licensed Technology for local installation at County shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the System. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

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Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the System and/or interfaces inoperable or allows unauthorized access.	1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours	Work until corrected
Severe	Event that results in a significant impairment of performance of the System or impairs essential operations or allows unauthorized access.	1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours	Work until corrected during normal business hours
Minor	Event that has minor impact to County's business and that does not impact normal operation of the System.	2 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	2 hours during normal business hours; or next business day if outside of normal business hours	Future release

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Records and Reports. Provider will maintain records of its Support and Maintenance Services, and provide County with online access to an Event ticketing system, which shall include at least the following:

    a) Date, time, and name of contact for each Event;
    b) Date and time of response by Provider;
    c) Description of Event and analysis of error, defect, or other issue causing Event;
    d) All steps and actions taken to resolve the Event;
    e) Date and time of resolution and County representative notified of resolution; and
    f) All equipment and/or labor costs associated with resolution.

At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Provider fails to meet the Required Response Times, County may offset against any sums due Provider $300.00 for each hour that Provider's average

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response time in the preceding month exceeds the Required Response Times, which the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

DownTime Maintenance Credit. If a Severe or Critical Event is not resolved or reduced to Minor or Minimal priority level within two (2) business hours after notice to Provider, Provider will refund to County five percent (5%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services associated solely with the affected Platform identified in Exhibit B for each additional business hour that the Event remains unresolved or at the Severe or Critical priority level. The total aggregate refunds under this provision for any month shall not exceed fifty percent (50%) of the total monthly fee for that month. Such refunds will be paid within 10 days or, at County's option, may be credited against future sums due to Provider. Any credit for Network Downtime pursuant to Section 4.1 of Service Level Agreement shall be counted toward any refund otherwise due under this provision. Any downtime or delays caused by County shall not be counted against Provider for purposes of calculating this credit.

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Exhibit D   Service Level Agreement

In connection with all Services provided to County under the Agreement, Provider shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Application Service Provider ("ASP") hosting or Software as a Service ("SaaS") solution provided under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, SLA shall be deemed to impose the new, higher standards upon Provider. Provider shall promptly notify County in writing of any material change to its compliance with these standards. Any approval by County under this SLA may be approved in writing by the Contract Administrator or the Director of County's Division of Enterprise Technology Services ("ETS").

1.   Definitions

1.1. "Provider Platform" means the SaaS solution, inclusive of all platforms listed in Exhibit B, which constitutes the Services to the County, or otherwise stores, hosts, or transmits County Data or County Customer Data. Provider shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County Data.

1.2. "County Data" means the data and information provided by County, its patrons, or its agents under this Agreement and all results derived therefrom through the use of Provider's Services, whether or not electronically retained and regardless of the retention media. County Customer Data, as defined herein, is a subset of County Data.

1.3. Any other capitalized terms not defined herein refer to those defined terms in the Agreement.

2.   Security

2.1. General

2.1.1.   Provider will ensure that County has the ability to authenticate all access by username/password or two-factor authentication. Upon request, Provider shall restrict access to County Data to a specific source static IP address.

2.1.2.   Provider shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County's data and the Provider Platform.

2.1.3.   Provider's procedures for the following must be documented and approved by County within 10 days of the Effective Date of the Agreement:

2.1.3.1.   Evaluating security alerts and vulnerabilities;
2.1.3.2.   Installing security patches and service packs;

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2.1.3.3. Intrusion detection, incident response, and incident escalation/investigation;

2.1.3.4. Access and authorization procedures and resetting access controls (e.g., password policy);

2.1.3.5. Risk analysis and assessment procedures;

2.1.3.6. User access and termination procedures;

2.1.3.7. Security log review;

2.1.3.8. Physical facility access controls; and

2.1.3.9. Change control procedures.

2.1.4. Provider shall ensure that its service providers, subconsultants, and any third parties performing any Services relating to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific.compliance with any such term or condition. Provider shall provide County with a list of any such service providers, subconsultants or other third-parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Provider Platform are discovered by either County or Provider, or if existing safeguards have ceased to function, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. Provider must mitigate critical or high risk vulnerabilities to the Provider Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution.

2.2. Controls

2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, Provider shall provide County with a copy of a current unqualified ISO 27001 Certificate and Audit Report for Provider, as well as any third party that provide hosting, SaaS, or data storage services for the Provider Platform unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Provider. If the audit opinion in the ISO 27001 audit report is qualified in any way, Provider shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Provider shall maintain industry best practices for data privacy, security, and recovery measures including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Unless otherwise provided in this SLA, upon request by County, Provider shall provide documentation of such procedures

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and practices to County.

2.3. Network Architecture/Security

2.3.1. The Provider Platform shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance. Any subsequent changes to the configuration diagram are subject to approval by County, which shall not be unreasonably withheld. Provider shall ensure that all database servers are protected behind a second set of internal firewalls.

2.3.2. Provider shall submit a network architecture diagram of County's stored and transmitted data, including the location of data center and details of connectivity from all third parties who have access to County's data.

2.3.3. Provider shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.4. Provider shall restrict inbound and outbound traffic to County network to "deny all, permit by exception" configuration.

2.3.5. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (whichever is higher) for the connection to the Provider Platform.

2.3.6. Provider's wireless networks connected to the Provider Platform shall be configured at a minimum using Wi-Fi Protected Access 2 (WPA2)-Enterprise, Advanced Encryption Standard (AES), and Protected Extensible Authentication Protocol (PEAP), current industry security standards (or whichever is higher) to secure and protect County Data.

2.4. Physical Architecture/Security

2.4.1. Provider shall ensure the facilities that house the network infrastructure for the Provider Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Provider Platform.

2.4.2. Provider shall connect its hosting site for the Provider Platform through at least two (2) independent Internet Service Providers ("ISPs") with different Internet points of presence.

2.4.3. Provider shall ensure adequate background checks have been performed on any

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personnel having access to County Data. To the extent permitted by such checks, Provider shall not knowingly allow convicted felons or other persons deemed by Provider to be a security risk to access County Data. Provider shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Disaster Recovery

2.5.1. Provider shall provide to County any and all disaster recovery services offered to its other customers. Prior to Go-Live and for the duration of the Agreement thereafter, Provider shall maintain a disaster recovery plan for the Provider Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

2.5.2. Provider shall conduct a disaster recovery test of Provider's hosted or SaaS system that comprises the Provider Platform under this Agreement on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. In addition, Provider shall conduct a disaster recovery test specific to the County, including County's data and utilization of the Provider Platform and County's network and data, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

2.6. Incident Response

2.6.1. If any unauthorized party is successful in accessing any information technology component related to the Provider Platform, including but not limited to servers or fail-over servers where County's data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of an actual breach. Provider shall provide County with a detailed incident report within five (5) days of notification to County the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations that involve Provider's infrastructure relating to any County Data or County applications. Provider shall not release County Data or copies of County Data without the advance written consent of County.

2.6.2. Provider shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Agreement.

2.7. County Data

2.7.1. Provider shall maintain controls that ensure separation of County Data. Provider agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (or whichever is higher) for social

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security numbers, taxpayer identification numbers, employer identification numbers, bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII") or as otherwise directed by County on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Provider shall immediately notify County of any compromise of the encryption keys. Provider shall provide a copy of County's encryption key(s) at County's request. Provider shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

2.7.2. Any County Data must be available to County upon request within three (3) business days, in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed to by County and Provider.

2.7.3. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Customer Data (i.e., all data and information relating to library patrons using the System, including any personal information as defined by Florida Statutes Section 501.701, any personal identification information as defined by Florida Statutes Section 817.568 or Section 817.5685, circulation records, and any other sensitive data and information relating to library patrons) is currently maintained by County or otherwise securely stored, Provider shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Customer Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Customer Data and provide a signed certification within ten (10) business days documenting that no County Customer Data is retained by Provider in any format or media.

2.7.4. County Data is the property solely of County and may not be reproduced or used by Provider without the prior written consent of County. Provider and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.7.5. County shall have the right to use the Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.7.6. In the event of any impermissible disclosure, loss or destruction of County Customer Data relating to any action or omission of Provider, Provider must immediately notify County, take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, or destruction.

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3.   Compliance

3.1. Provider shall cooperate and provide any information requested by County relating to compliance and regulatory requirements. A request for information or review by County may include, but is not limited to, the following:

3.1.1. Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and database applications;

3.1.2. Review of requested documents, including without limitation, Provider's architecture documents, external audits of Provider's information security policies and procedures, Pen- test documentation, security incident reports, environment logs, virtual private network ("VPN") access logs to terminal services, network traffic and firewall activity logs, Intrusion Detection System ("IDS") attack alerts and anomalies, enterprise password management activity, server and application logs, and monthly or periodic network traffic and firewall activity logs only to the extent that such requests are reasonable and only after County agrees to confidentiality of such documents and information; and

3.1.3.   Physical inspection of Provider's facilities by County or its representatives.

3.2.   Provider shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3.   Provider shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4.   Provider shall provide County with the ability to generate time-stamped user and administrator, as designated by County, access (login/logout) and a list of general activities performed by user ID for users logged into the system via the WorkFlows staff client.

3.5.   Upon request by County, Provider shall promptly provide County with access to time-stamped application and platform environment change control logs and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6.   Upon County's request, Provider shall make available to the County proof of Provider's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Provider's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

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4. **Service Availability**

4.1. **System Availability**

4.1.1. Provider guarantees that the Network Uptime (as defined herein) will be 99.95% of Prime Time (defined as County business days from 7 a.m. – 8 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the System and Services are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the network is fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Provider or the Provider Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. System unavailability due to Provider's equipment failure not caused by the acts or omissions of County or its subcontractors constitutes Network Downtime.

Provider will provide County a credit for Network Downtime of each Platform equal to the percentage of the total quarterly fees due to Provider for the applicable Platform (as set forth in Exhibit B) for that quarter, but shall not exceed fifty (50%) of such fees due to Provider for that quarter according to the following table:

Network Downtime	Credit to County
<1% hour in a quarter	No Credit
1% to 4% hours in a quarter	5%
4% to 6% hours in a quarter	10%
6% to 12% hours in a quarter	25%
>12% hours in a quarter	50%

In the event the System is not available, County is only entitled to credit(s) as outlined in the table above if County: (1) provides written notice to Provider of the circumstances giving rise to this credit request, (2) provides such written notice no later than the last business day of the calendar month following the month within which Provider failed to meet the Network Uptime Guarantee, and (3) identifies the relevant Client Care incident(s) relating to the event(s) during which the Network Uptime Guarantee was not met and for which County seeks credit(s). For the billing quarter following the quarter in which Provider fails to meet the Network Uptime Guarantee, County will receive one (1) credit based on the credit structure set forth in the table above.

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4.1.2. Normal availability of the System shall be twenty-four (24) hours per day, seven (7) days per week with the exception of Scheduled Maintenance periods or any events beyond Provider's reasonable control, including any Force Majeure events. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Provider may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Provider may perform routine maintenance operations that do not require the System to be taken offline but may have immaterial effects on System performance and response time without any notice to County. Such degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

4.1.3. By the tenth day of each calendar month, Provider shall provide to County a report detailing Provider's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time − Minutes of Scheduled Maintenance) =   %).

4.1.4. Provider guarantees the functioning of all equipment components necessary for Provider to provide the Services, the Provider Platform, and meet System availability requirements stated in this SLA.

4.2. **Infrastructure Management**

4.2.1. During Prime Time, Provider shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Provider Platform. Provider shall maintain sufficient bandwidth to the Provider Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Provider recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

4.2.2. To the extent the Provider Platform provides or supports public access to users in Broward County or through the County's web pages, Provider's Services shall support up to 500,000 site hits per calendar day for performance to standards reporting.

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4.2.3. Provider shall ensure that an unlimited number of transactions may be processed to County production database. Subject to County approval, Provider may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Provider determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

4.2.4. Provider will retain all database records regardless of number or size.

4.2.5. Provider shall routinely apply upgrades, new releases, and enhancements to the Provider Platform as they become available after prior, written approval by the County and shall ensure that these changes will not adversely affect the Provider Platform.

4.2.6. To the extent the Provider Platform includes an ad-hoc reporting tool or standard reports, Provider agrees to provide unlimited access to such functionality to County. Provider agrees to support an unlimited number of queries and reports against County's Data. County agrees that Provider may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

4.2.7. Provider shall conduct full, encrypted System backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Provider shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of Provider's required Services under this Agreement. Upon County's request, Provider shall also provide restoration of individual file(s).

4.2.8. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes upon two (2) business days' request, including without limitation, upon request for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Provider perform any or all of the following:

    4.2.8.1.   periodically refresh data from production;
    4.2.8.2.   perform an ad-hoc refresh of data from production;
    4.2.8.3.   not refresh data from production until further notice from County; or
    4.2.8.4.   refresh data on an ad hoc basis with training data supplied by County.

4.3.   **Performance Monitoring and Hosting Capacity Increases**

    4.3.1.   If requested by County, Provider shall provide standard reporting metrics of the

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Provider Platform to County on a quarterly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in System, database, operating system, and each server allocated in part or in full to System.

4.3.2.   In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Provider will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days of written notice by County.

5.   **Transition/Disentanglement**

5.1.   Provider will complete the transition of any terminated Services to County and any replacement providers that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services ("Disentanglement"). Provider will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Provider shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by the County. Specifically, and without limiting the foregoing, Provider shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County's prior written consent, transfer, reassign or otherwise redeploy any of Provider's personnel during the Disentanglement period from performing Provider's obligations under this Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment

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where required) all contracts including third-party licenses and maintenance and support agreements, used by Provider exclusively in connection with the Services. Provider shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Provider shall reimburse County for any reasonable losses resulting from any failure to perform any such obligations; and

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Customer Data is received intact or otherwise securely stored by County, Provider shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Provider may retain one copy of documentation to the extent required for Provider's archival purposes or warranty support.

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Exhibit E – Insurance Requirements

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE		Limits on Liability	
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY **Broad form** *With no exclusions or limitations for:* [x] Premises–Operations [ ] XCU Explosion/Collapse/Underground [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury [ ] Other:	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	$1,000,000	$2,000,000
	Personal Injury		
AUTO LIABILITY * [X] Comprehensive Form [X] Owned [X] Hired [X] Non-owned [X] Any Auto If applicable ***Can we waived if no driving will be done in performance of services**	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	$500,000	
EXCESS LIABILITY [ ] Umbrella Form [ ] Other than Umbrella Form	Bodily Injury and Property Damage Combined	$	
[X] WORKER'S COMPENSATION	(each accident)	STATUTORY	
[X] EMPLOYER'S LIABILITY		$100,000	
[X] PROFESSIONAL LIABILITY	Each Claim	$1,000,000	
	Extended Reporting Period	2 years	
[ ] CYBER LIABILITY	Each Claim	$	
	Extended Reporting Period	year	
[ ] CRIME AND FIDELITY	Extended reporting		$

Description of Operations/Locations/Vehicles **Broward County is listed as an additional insured on the general liability and automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability, and workers' compensation.   REF: Integrated Library System (ILS)**

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
Broward County
115 S Andrews Ave
Fort Lauderdale, FL 33301

CPownall

——————————————————
Risk Management Division

Exhibit 2
Page 88 of 89

Exhibit F – Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT _____

_____

Contract Number: _____
Work Authorization No. _____

_____

This Work Authorization is between Broward County and _____ ("Provider") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL] _____

Agreement at issue is __ Lump Sum/ __Not-to-Exceed for amount: $_____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	$_____
General Services	$_____
Goods/Equipment	$_____
Total Cost of this Work Authorization	$_____

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

_____

County

_____

Contract Administrator   Date

_____   _____

Project Manager   Date   Board and/or Designee   Date

_____

Provider

_____

Signed   Date

_____   _____

Attest   Typed Name

_____

Title

SirsiDynix Software as a Service Agreement   Page **88** of **89**
Contract No. TEC2115735P1

Exhibit 2
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Exhibit G – CBE Participation

County Commissioners

LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. This form is to be completed and signed for each CBE firm. Vendor should scan and upload the completed, signed form(s) in BidSync.

Solicitation Number: TEC2115735P1

Project Title: Next Generation Integrated Library System (NGS/ILS) and Discovery Services (DS)

Bidder/Offeror Name: Sirsi Corporation DBA "SirsiDynix"

Address: 3300 North Ashton Blvd   **City:** Lehi   **State:** Utah   **Zip:** 84043

Authorized Representative: Zuanarda Causey   **Phone:** 800.288.8020 x7104

CBE Subcontractor/Supplier Name: Bleustreamcorp

Address: 6690 NW 80th MNR   **City:** Parkland   **State:** FL   **Zip:** 33067

Authorized Representative: Jean St. Leger   **Phone:** 954-822-4057

A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
C. By signing below, the above-named CBE is committing to perform the work described below.
D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Migration - Dbase extraction, conversion, load	518210	$7,210.30	10%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

(Signature)   President _(Title)_   September 13, 2018 _(Date)_

Bidder/Offeror Authorized Representative
DocuSigned by:
Daniel Munro _(Signature)_   Corporate Secretary _(Title)_   September 12, 2018 _(Date)_

* Visit http://www.census.gov/eos/www/naics/ to search. Match type of work with NAICS code as closely as possible.
† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.