

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORMCONTRACTOR/VENDOR NAME: Innovative Interfaces, Inc. VENDOR # 1000019704**CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):**

Shawna Deane Shawna.deane@clarivate.com

Print Name E-Mail Address

TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐SCOPE OF WORK: Integrated Library System - Year 1 of 5-year contract; \$75,000 for yearly fee and \$45,000 for initial setup and migrationCONTRACT AMT: \$120,000.00 CONTRACT TERM: 07/01/22 - 06/30/27 RFP/IFB/RFP#: 22-014FUNDING SOURCE/TITLE: County ☐ State ☒ Federal ☐ Title/Name of Grant Funds _____UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ☐ NO ☒

Pricing on pages 17, 29 & 30 of SOW

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	6110251500	5200160100	6110251323G001122	611025132300001		\$120,000.00		1st of 5 years
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ☐ NO ☒**COUNTY ATTORNEY**

Signature: _____ Date: _____

Reviewing Attorney: _____ Date: _____

Contract Requires BOCC Approval? YES ☒ NO ☐ Date of BOCC Approval: 06/13/22**REQUISITIONER**

DocuSigned by:

DocuSign E-Signature: Jackie Hawkins Date: 8/24/2022Print Name/E-Mail: Jackie Hawkins/jhawkins@dconc.gov**PURCHASING MANAGER**DocuSign E-Signature: Angela Perry Date: 8/24/2022

DocuSign E-Signature: _____

DEPARTMENT HEAD OR DESIGNEEDocuSign E-Signature: Tammy Baggett Date: 8/24/2022Print Name/Title: Tammy Baggett, Library DirectorE-Mail Address: tbaggett@dconc.gov**CHIEF FINANCIAL OFFICER**DocuSign E-Signature: Susan Tejai Date: 8/24/2022

DocuSign E-Signature: _____

COUNTY MANAGERDocuSign E-Signature: Dr. Kimberly J. Sowell Date: 8/30/2022

DocuSign E-Signature: _____

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

IS&T DEPT

Date: _____

DocuSign E-Signature

FUNDS RESERVATION# 23-239

Purchasing Comments: Comp




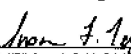
COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2300000239

General Data			
Company code	DCNC	Document date	08/24/2022
		Posting date	08/24/2022
More Data			
Text	SERVICE CONTRACT 07/01/22 - 06/30/27 RFP#22-014		
Overall Amount	120,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	INTEGRATED LIBRARY SYSTEM		
YEAR 1 OF 5-YR AGREEMENT - \$120,000.00			
Fund	1001010000	Funds center	6110251500
Cost Center	6110251500	G/L account	5200160100
Vendor	1000019704	Vendor Name	INNOVATIVE INTERFACES
Ordering Address		INCORPORATED	
Grant	611025132300001	Ordering Address	
		WBS Element	6110251323G00112
Amount	120,000.00 USD		
Open amount	120,000.00 USD		
To approve	0.00 USD		


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER



North Carolina
Durham County

CERTIFICATION

I, Monica W. Wallace, the duly appointed and qualified Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

Board of County Commissioners authorized the County Manager to enter into a contract with Innovative Interfaces Incorporated for \$420,000.00 from fiscal years 2023 - 2027.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 13th day of June 2022.



MONICA W. WALLACE
Clerk to the Board of County Commissioners

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the first day of July 1, 2022, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and Innovative Interfaces Incorporated, a California corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1A and 1B” (hereinafter collectively referred to as “Services”). Attachment 1A and 1B are hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **July 1, 2022**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from July 1, 2022 to June 30, 2027 unless sooner terminated as provided herein.

3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall receive from COUNTY an amount not to exceed one hundred twenty thousand dollars (\$120,000.00, which is \$75,000.00 annual fee plus a \$45,000.00 fee for the initial set up & migration) as compensation for the provision of Services for the first year (July 1, 2022 – June 30, 2023) of this five-year contract. Compensation for the second through fifth years will be a yearly fee of \$75,000.00 and will be encumbered each fiscal year. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.
4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR and COUNTY acknowledge and agree that, in the course of this engagement, the COUNTY and CONTRACTOR or their licensors, subcontractors or suppliers may receive or have access to “confidential information” or “personal identifiable information”.

COUNTY and CONTRACTOR or their licensors, contractors or suppliers have obtained or may need to obtain confidential information from the other party in connection with the provision of services or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. COUNTY and CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) COUNTY and CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the other party from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY and CONTRACTOR or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 2. Computer security information of the COUNTY and CONTRACTOR, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

3. Any attorney/client privileged information disclosed by either party.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term “Personal Identifiable Information” shall mean information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. COUNTY and CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the other party in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR or COUNTY shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without either parties’ prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, COUNTY and CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or CONTRACTOR or destroyed upon satisfaction of the purpose of the disclosure of such information.

- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The parties agree that the other party shall have no obligation with respect to any Confidential Information that a party can establish was:

- a. Already known to a party prior to being disclosed;
- b. Or becomes publicly known through no wrongful act of the disclosing party;
- c. Rightfully obtained by a party from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by a party with the prior written authorization of the other party;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, a party shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that the disclosing party shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. COUNTY and CONTRACTOR acknowledge that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY and CONTRACTOR's proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within seventy two (72) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. CONTRACTOR has a robust training program for all employees therefore COUNTY waives the provisions that would normally be stated in this section.

6. INDEMNIFICATION.

6.1 If a third-party files a legal action in a court of competent jurisdiction against COUNTY claiming the Software, as delivered to COUNTY by CONTRACTOR, directly infringes such third party's U.S. copyright or U.S. patent, CONTRACTOR will defend COUNTY against such legal action, provided that COUNTY promptly notifies CONTRACTOR in writing of the legal action and fully cooperates with CONTRACTOR in the defense of such legal action. CONTRACTOR will also indemnify COUNTY from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action or agreed to by CONTRACTOR in a settlement. CONTRACTOR will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to COUNTY and does not cover claims arising from (x) modifications thereto not made by CONTRACTOR, or, even if by CONTRACTOR, at the request of COUNTY; (y) use of the Software in combination with other software or items not provided by CONTRACTOR, or (z) third party modifications (including addition of source code) to the Software.

6.2 As the exclusive remedy of COUNTY under the limited indemnity set forth in Section 7.a, if the use of the Software by COUNTY is enjoined, CONTRACTOR will, at its sole option: (i) obtain for COUNTY the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to COUNTY with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to COUNTY that portion of the Fees allocable to the infringing component of the Software, prorated for the period COUNTY's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than CONTRACTOR or used in a manner for which the Software is not designed or intended. This Section states CONTRACTOR's entire liability and COUNTY's exclusive remedies for infringement of intellectual property rights of any kind.

6.3. LIMITATIONS ON LIABILITY. ACCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. CONTRACTOR'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO CONTRACTOR BY COUNTY UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CONTRACTOR. CONTRACTOR WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST COUNTY BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST CONTRACTOR IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) licensed to do business in North Carolina.

All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "waiver of subrogation" this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR'S insurance shall be primary, and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR's insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR'S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning "additional insured" this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker's Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than \$1,000,000 per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the COUNTY OR CONTRACTOR shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY or CONTRACTOR may take one or

more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving written Notice of Termination; and/or
- b. Deduct any and all expenses incurred for damages caused by the Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

Termination of this Contract, section 8.1 (a), (b) or (c) shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to CONTRACTOR, including, but not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the City of Durham's Office of Economic and Workforce Development, the North Carolina Department of Commerce-Division of Employment Services (formerly ESC, Employment Security Commission) and with the Durham COUNTY Department of Social Services throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR'S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

- 15. E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.
- 16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies).** Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and to indemnify the COUNTY against any associated 4980H penalties. Please complete Exhibit A and return with this contract.
- 17. SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff’s Office will make the security determination. The Contractor will provide the results of their

background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

18. AUDIT RIGHTS. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or his designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of California and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

22. SUCCESSORS AND ASSIGNS. CONTRACTOR or COUNTY shall not assign, merge or reorganize the company without first giving the other party notifying the other Sixty (60) Days written notice. CONTRACTOR or COUNTY has no authority to enter into contracts on behalf of the other.

23. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
4TH FLOOR, 200 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR
ATTN: LEGAL
1900 POWELL STREET, SUITE 400
EMERYVILLE, CA 94608**

24. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.

25. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in Exhibit B – Federal Uniform Guidance Contract Provisions Certification.

27. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs.

28. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

DocuSigned by:
By: Dr. Kimberly J. Sowell
8EBF0A6C1C89469...

Print Name/Title: Kimberly J. Sowell, County Manager

Date of Signature: 8/30/2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Susan Tejai
Susan Tejai, Durham County Chief Financial Officer
80F07409287438...

CONTRACTOR

DocuSigned by:
By: Tom Jacobson
DE668908985A4FE...

Print Name/Title: VP, Exec Library Advocate & Strategist

Date of Signature: 8/24/2022

ATTACHMENTS to follow

Attachment 1A: Statement of Work

I. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and cost to complete the engagement based on CONTRACTOR's prior experience with similar projects and discussions with COUNTY. The COUNTY hereby acknowledges that the SOW will capture all detailed requirements and documents the high-level requirements and implementation approach discussed. A final detailed requirements document will be provided to the COUNTY for sign off on the final functional scope.

II. Implementation Methodology

CONTRACTOR will provide an industry proven implementation methodology that ensures the success of both the project management and technical aspects of the software implementation project.

The goal of CONTRACTOR's project management is to ensure 1) that all aspects of the project are tracked and managed effectively, 2) risks and issues are tracked and managed effectively, and 3) all project personnel, at CONTRACTOR and the COUNTY, have on-demand access to all project management tools, documentation, and status information.

To facilitate access to project information and resources, by CONTRACTOR and the COUNTY, CONTRACTOR will establish an online project management site. The project management site will serve as the master archive for all project planning and management documents and databases, product documentation and inter-staff communication tools. The site will be established immediately upon assignment of the contract to the CONTRACTOR Project Manager, and access for COUNTY project staff will be provided upon creation. The project management site will serve as the primary communication and sharing hub for the project management documents, tools, and methods.

Following contract signing, the CONTRACTOR project manager will work directly with the COUNTY's implementation team to finalize a project schedule, and to reserve resources within CONTRACTOR implementation team. The final schedule will be negotiated directly with the COUNTY, and take into account COUNTY staff availability for profiling and project management, and the various technical tasks that are required.

III. Scope of Services

A. Polaris Implementation

1. Project Initiation and Kickoff

During this phase the parties set up management of the project, agree on project team members for both parties, and setup the project reporting and timeline management process. The Project Manager will execute the project plan for CONTRACTOR, and work in conjunction with the migration team at the COUNTY. Key elements of the process include:

- Jointly developing a project schedule, at the beginning of the project, to track the execution and delivery of every key aspect of the migration project
- Jointly developing a list of project risks that need to be planned for and managed during the implementation project, as well as assigning the individuals responsible for managing each area
- Regularly scheduled conference calls between the project team at CONTRACTOR and the COUNTY, to review the status of project tasks, discuss and resolve areas of concern, and discussion of risk areas
- Regular status reports to the COUNTY
- Working sessions, early in the project, to develop the plans named above, to explain the implementation process, answer questions, and to develop the policy

and data mappings that will be required to configure Polaris and load COUNTY data

2. Profiling

- i. CONTRACTOR will provide 2 days of on-site Profiling:
 - Profiling services are conducted as working sessions, between the CONTRACTOR Project Manager and the ILS automation team at the COUNTY. During the working sessions, the Project Manager will work with the automation team to document an extensive collection of system policy and profile information including, in part:
 - System, library and branch identities and locations, hours of operation, holidays, free days, patron and statistical categories, shelving locations, collections, material types, and numerous other operations parameters
 - Network and workstation data
 - Policy data such as circulation policies, fines and fees, notifications and notification policies, overdues, holds policies, holds routing, and numerous other pieces of policy information.

A comprehensive set of profiling guides and worksheets, will be provided to the COUNTY in advance of system profiling. These guides will allow the COUNTY to understand the profiling decisions that must be made by the automation team and allow for data collection to commence in advance of the profiling working sessions with the Project Manager. The provided guides, as well as the consultation provided by the Project Manager during the profiling working sessions, assist the COUNTY in understanding the decisions being made, their impact on system operation once in production, and the implications of some profiling decisions on other decisions that must be made. Following profiling sessions, the CONTRACTOR project manager will use existing system migration tools to load the policy and profile information directly into the Polaris test/training database.

3. Software Setup and Access in Cloud Environment

CONTRACTOR will install the Polaris Success bundle in the Cloud environment and upon completion, the COUNTY will confirm access to the software bundle outlined below and accept the software installation phase as complete.

- Polaris Success Bundle
 - Acquisitions
 - EDI - Electronic Ordering
 - EDI - Electronic Invoicing
 - Titles to Go
 - Selection Lists
 - Cataloging
 - Polaris Authority Control
 - Export Express
 - Z39.50 COUNTY, Broadcast & Server
 - Circulation
 - Classic Inventory Control
 - Collection Agency / Debt Collection (Unique Management)
 - eCommerce - PowerPAC
 - Self-Check using Express Check
 - Floating Collections
 - Holds
 - Outreach
 - Interlibrary Loan
 - RFID Integration
 - NCIP for Third-party ILL

- Notices
- Offline Circulation
- Patron Images
- SIP2 Interface for Self Check
- eContent Integration
- Unlimited PowerPAC Users
 - Children's PAC
 - Did you mean? (spellcheck)
 - Feature It
 - Location-based Profiles & PowerPAC Localization
 - Patron Self-Registration
 - Remote Patron Authentication against Polaris patron DB
 - RSS Feed Builder
 - URL Detective
- Serials
 - Claiming
- Polaris REST APIs
- Polaris Canned Reports
- Simply Reports
- SQL query access (read only) with Microsoft reporting services

4. Data Migration

CONTRACTOR will employ a “one database” concept for the Polaris implementation. The one database concept means that a single “shell” database is created at the beginning of the implementation, and as the implementation proceeds, successive layers of data and configuration are added to the database. The same database that the COUNTY starts with at the beginning of the implementation is the same database that the COUNTY eventually goes live on at the end of the implementation. The evolution of the database will proceed as follows:

- i. Shortly after the initial training server installation is completed, CONTRACTOR will, put a “shell profiling database” in place. The evolutions of the database are described below. Each evolution of the database builds on the information gained from the testing of the previous evolution and replaces the previous evolution:
 - The first evolution of the database will occur during system profiling, when COUNTY staff will work with the CONTRACTOR project manager to profile the system. Following system profiling working sessions, between the COUNTY and CONTRACTOR, system policies, permission groups, users, workstations, and other data will be entered directly into the shell database to configure it for the COUNTY's implementation.
 - The second evolution of the database will occur when the first (test) data load is completed. Following the test load, the database becomes the “training database”. At this point in the implementation a fully functional, and fully populated, Polaris database exists. This database will be used for all profile and data migration testing and analysis, workflow analysis and consultation, and for all training. Access to the database is provided after the first data load is complete.
 - The third evolution of the database will occur in preparation for Go Live. The final data load is done on the profiled database and it is ready for production use.
- ii. CONTRACTOR will provide Data Migration Services to migrate the COUNTY's data from their existing ILS into the Polaris ILS include extraction (if contracted for), analysis, mapping and loading of data into the Polaris Test/Training Database,

as well as extraction, migration and loading of the production database immediately prior to go-live on Polaris.

- iii. Data extraction and migration is performed in accordance with the specifications put forth in the CONTRACTOR Data Migration Guide. This guide specifies all data types that will be migrated from the legacy system. Included records are bibliographic, authority, item, patron, checkout, holds and fines records. If the COUNTY desires that other data types be migrated, feasibility and cost of migration will be determined at the time of the request.
- iv. During the course of the data load, the COUNTY is responsible for working with CONTRACTOR on data verification to ensure that all of the data is migrated and reconciled over the course of the implementation. Pricing includes two full loads (test and production). Because of CONTRACTOR data loading methodology, additional loads are usually not required. However, if the COUNTY desires additional loads to be performed, they can be quoted for an additional cost.

5. Software Configuration

CONTRACTOR will adapt the system to COUNTY's needs within the existing functionality in Polaris based on policy and other information gathered during Profiling sessions.

6. Training Services are delivered through onsite and web-based sessions. Training topics will be detailed in the schedule during the preparation phase based on COUNTY go-live priorities and target dates.

The training sessions will include the following:

- 6 days of training onsite
 - 3 Days of Patron Services and Cataloging Training
 - 2 Days of Acquisitions Training
 - 1 Day of Serials Training
- Up to Twenty-Four (24) hours of instructor led online webinar training on the following topics as applicable:
 - System Administration
 - Simply Reports
 - Outreach Services
 - Export Express
 - Feature IT
 - ILL
 - PAC

7. Go-Live

The Go-Live phase will begin one to two weeks before go-live (based on the schedule to be negotiated with the COUNTY), when the final extraction of bibliographic records from the legacy database takes place. The key steps in the final go-live process are as follows:

- i. COUNTY Staff must complete training on the Polaris Offline COUNTY in preparation for going offline after the final data extraction.
- ii. A copy of the Polaris test/training database will be copied to the Polaris Test database (if applicable) and the database on the production server will be scrubbed of the training data.
- iii. The final data extraction will be performed from the legacy ILS (bibs, items, patrons, circ and holds data, etc.). At this point, no more work can be done in the legacy ILS.
- iv. Staff begin off-line circulation in Polaris. In this mode, staff can check items in and out, and new patrons can be registered.

- v. COUNTY staff will work with CONTRACTOR, and other vendors, to switch 3rd party products and services to point to the Polaris production database. CONTRACTOR will provide the necessary information such as IP addresses, port numbers and URLs that the COUNTY needs to share with 3rd party vendors.
- vi. The production data load is completed.
- vii. CONTRACTOR and COUNTY conduct QA of the database, and COUNTY accepts the data load.
- viii. Offline circulation files are uploaded to the Polaris production database.
- ix. In-library PAC stations are switched to point to the Polaris PAC. Staff begin circulation in Polaris in on-line mode, and the COUNTY goes live on Polaris.
- x. During the Go Live process, CONTRACTOR provides online consulting and assistance, as needed.

B. Change Management - 3rd Party

- i. The change management consultant will hold a kick off meeting to outline the change management process; demonstrate how change management aligns with the system implementation as well as develop the roadmap for the project.
- ii. A Change Management toolkit will be developed to assist the library navigate the changes that come with a new system implementation.
- iii. The Tool kit and will be reviewed and approved by management. Upon approval the Change Management consultant will with the toolkit and library staff to implement a Change Management process.
- iv. Follow up, review sessions will be planned and executed to ensure the Change Management process is working well within the library. The consultant will work to assist in any modifications that may be needed to the process for optimum efficiencies.

C. Install ZMARC Authorities

CONTRACTOR will install ZMARC Authorities software; includes:
 Remote Automatic Authorities
 Weekly Authorities

IV. Acceptance Testing

COUNTY will have thirty (30) days to verify functions outlined in the scope of work. Material defects not in compliance must be submitted in writing. CONTRACTOR shall clarify and resolve blocker problems within thirty (30) days of receipt of report or provide the COUNTY with a written estimate of when resolution will occur. Within seven (7) days of receipt of notice of resolution from CONTRACTOR, the COUNTY shall retest the function and confirm that the function has or has not been resolved. If not resolved, CONTRACTOR will continue working to resolve the problem until resolution is accepted by the COUNTY. Once resolved. the COUNTY's rights provided above will reset giving the COUNTY another thirty (30) days.

V. Project Timeline

The following sample timeline begins after contract signing and outlines overall steps and responsibilities for a typical Polaris implementation. Event order and event time frames may be adjusted, e.g. time allotted for COUNTY tasks may be extended or compressed. A project plan tailored to COUNTY will be mutually agreed upon after project kickoff. The work plan, milestones, and deliverables will include a delivery/completion schedule that clearly identifies the deliverables, responsible parties, and the time of delivery.

MAJOR TASKS	DATES
Contract Signing	Week 1
Initial Phone Call with Customer to discuss project and profiles	Week 1
Library set-up in Supportal (Access, Documentation, Usage)	Week 2
Site Visit (Profile creation)	Week 3
Server staging	Week 4
Library System completes and submits Profiles to Project Manager	Week 6
Data Pull for Test load data analysis	Week 6
Implementation Profile input, review, and finalization	Week 7
Data Mapping	Week 8
Test data load	Week 9
Polaris QA of Data Load	Week 10
Library System has access to Test database for review and training	Week 11
Training – P1 – Circulation, Cataloging and PAC	Week 13
Acceptance Testing by Library System begins	Week 13
Library System internal staff training	Week 13
Third Party prep and testing	Week 13
Training – P2 – Acquisitions and Serials	Week 17
Training via Webinar	Week 18
Prepare for Polaris Offline	Week 20
Data Sign-off for Production load	Week 20
Library System is Offline with Polaris	Week 21
Final data migration on Production server	Week 21
Final Data QA	Week 21
Library System review of Production database and upload offline files	Week 21
Library System is Live on Polaris	Week 21
Completion of System Acceptance Testing	Week 25
Transition to Polaris Support	Week 26

VI. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis and are forty five thousand Dollars. Payment terms for this SOW are as set forth in the Contract. This Statement of Work estimate is valid for 30 days. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

	Service Milestones	Percentage
Milestone 1	Kickoff, Profiling Visit	10%
Milestone 2	Software Installed, Profiling D/B Created	10%
Milestone 3	Data Mapping for Test Load, Software Configuration	20%
Milestone 4	Test Load	20%
Milestone 5	Training	20%
Milestone 6	Production Load	10%
Milestone 7	Go Live, Acceptance Testing	10%

VII. CONTRACTOR Services Team

The process of ensuring a seamless migration to a new integrated library system begins immediately after contract signing. After the contract is signed, CONTRACTOR will assign a project team to COUNTY implementation. The project team will consist of:

- A. **Project Manager:** The Project Manager has extensive knowledge of the Polaris ILS, the Polaris ILS database, library workflows, and library data. All Polaris Project Managers have years of project management experience and have implemented ILS migrations for many libraries.

- B. **Data Analyst:** The data migration specialist is responsible for creating, maintaining, and executing the SQL scripts, and other software, required for migrating COUNTY existing ILS databases into the Polaris ILS database. All Polaris Data Migration Specialists have extensive SQL skills, in-depth knowledge of MARC and other library data, and many years of experience in migrating ILS data.
- C. **Polaris Trainer/Consultant:** One or more Polaris trainers/consultants will be assigned to COUNTY implementation, shortly after the project kicks off. COUNTY trainers are selected based on their knowledge of the specific subsystems and options that you will be implementing, as well as their experience in training similar libraries. All Polaris trainers have significant experience in ILS operations and training.
- D. **Polaris System Engineer:** The Polaris System Engineer performs the staging and installation for COUNTY Cloud system.
- E. **Executive Sponsor:** The Executive Sponsor is assigned to the project to provide oversight, be an escalation point, ensure the success of the project, and participate in the project steering committee.

VIII. COUNTY Implementation Team

In order to ensure a successful implementation, CONTRACTOR requests that the COUNTY designate individuals from COUNTY staff to assume responsibility for the following roles

- A. **Executive Sponsor:** Provides executive oversight, ensuring the project is aligned to meet the goals of the COUNTY project and Steering Committee.
- B. **Project Manager:** Works directly with the CONTRACTOR Project Manager to ensure that risks are mitigated, appropriate communication is achieved, and milestones are met. Works with CONTRACTOR Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project Steering Committee status reporting and Executive communications.
- C. **Librarian Lead:** Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the COUNTY. The Librarian Lead will coordinate with key members of the team as required.
- D. **Technical Lead:** Will be responsible for assisting with COUNTY responsibilities related to data migrations and any other system level duties required by COUNTY.

IX. Implementation Assumptions

As part of the CONTRACTOR proposal for the implementation, we have outlined the following project assumptions which are critical to the successful delivery of the project:

- A. COUNTY will have adequate resources available to ensure timely completion of any COUNTY tasks outlined in the project schedule.
- B. Timeline for the completion of this project will be established, through joint planning conversations between the COUNTY and CONTRACTOR during the initial stage of the project.
- C. COUNTY will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to server access, collecting and providing any prerequisite information required to support installation and configuration of software, and other needs that may arise during the project.

X. Limited Warranty

- A. CONTRACTOR warrants, solely for the benefit of COUNTY, that all Services rendered pursuant to this Contract will be performed in professional manner consistent with industry practices. CONTRACTOR agrees to re-perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed.

- B. CONTRACTOR warrants, solely for the benefit of COUNTY that for a period of 30 (thirty) days after delivery, the work product delivered will perform in accordance with the specifications contained in the applicable SOW. CONTRACTOR agrees to correct any such Work Product not in compliance with this warranty brought to its attention within the foregoing warranty period.
- C. The exclusive remedy of COUNTY under the limited warranties set forth in Sections XA and XB are set forth in Sections XA and XB, respectively.
- D. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, CONTRACTOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CONTRACTOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF CONTRACTOR WILL SATISFY COUNTY'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 5(a) AND 5(b), THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND COUNTY ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF.

ATTACHMENT 1B
SUBSCRIPTION LICENSE

General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the Contract.

1. Software License.

a. Subject to the terms and conditions of this Contract, including without limitation COUNTY's payment of all of the Fees (defined below) due hereunder, CONTRACTOR hereby grants to COUNTY a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the Contract (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Contract and will automatically expire upon the termination or expiration of this Contract or as otherwise specified in this Contract.

b. COUNTY and, where applicable, its Authorized Users (defined below) may use the Software (including any COUNTY Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Contract. COUNTY will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, COUNTY agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 6 (COUNTY Configurations), other than CONTRACTOR, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to COUNTY in this Contract are limited to the object code versions of the Software and in no event will COUNTY be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of COUNTY's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the Contract for such Software and such additional Authorized Users as may be hereafter identified to CONTRACTOR by COUNTY for which COUNTY pays additional fees. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, COUNTY patrons do not fall within the restrictions of Authorized Users.

e. The license granted to COUNTY pursuant to this Contract will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by CONTRACTOR to its COUNTYS during the term of this Contract (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by CONTRACTOR, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Except to the extent that COUNTY purchases CONTRACTOR's hosting service, additional fees at CONTRACTOR's then-prevailing professional service rates will apply for implementation of New Releases.

f. CONTRACTOR offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants COUNTY the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Contract. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a Contract, this license grant does not provide COUNTY with any rights to hosting services.

h. If, during the Term of this Contract, CONTRACTOR discontinues any Software, then CONTRACTOR will deliver to COUNTY notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and COUNTY's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance.** Following the execution of the Contract by the parties, CONTRACTOR will deliver the Software, in its preconfigured, out-of-the box format, to COUNTY (i) via the Internet, if COUNTY has purchased hosting services from CONTRACTOR pursuant to the Hosting Terms or (ii) by making it available to COUNTY to download via an FTP site or other mutually agreed upon method, if COUNTY has not purchased hosting services from CONTRACTOR pursuant to the Hosting Terms. COUNTY will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, COUNTY-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "CONTRACTOR Products"), will remain the exclusive, sole and absolute property of CONTRACTOR or the third parties from whom CONTRACTOR has obtained the right to use the CONTRACTOR Products. Intellectual property created by CONTRACTOR pursuant to this Contract, or any other party at the request or direction of CONTRACTOR, will be owned by CONTRACTOR. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. COUNTY hereby assigns to CONTRACTOR all right, title and interest in any feedback and suggestions it provides to CONTRACTOR regarding the Software or other products commercialized by CONTRACTOR now or in the future. This Contract does not convey to the COUNTY any interest in or to the CONTRACTOR Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Contract, which right is terminable in accordance with the terms of this Contract and is otherwise subject to the limitations, restrictions, and requirements contained herein. If COUNTY configures or otherwise modifies the Software using an API licensed hereunder, COUNTY will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the COUNTY are hereby expressly reserved by CONTRACTOR.

b. For purpose of this Contract, as between CONTRACTOR and COUNTY, any Intellectual Property Rights in the CONTRACTOR Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to COUNTY by CONTRACTOR, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, COUNTY will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that COUNTY enters into the Software or disclosed by COUNTY to CONTRACTOR in its performance hereunder ("COUNTY Data"), and, as between COUNTY and CONTRACTOR, such COUNTY Data will remain the sole property of COUNTY. COUNTY hereby grants to CONTRACTOR a license to use COUNTY Data (i) to process the COUNTY Data pursuant to COUNTY's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. COUNTY acknowledges and agrees that it will have no rights in any products or services created or sold by CONTRACTOR or its affiliates that use any of the COUNTY Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of COUNTY Data to CONTRACTOR (including without limitation from individuals to whom the data pertains), COUNTY warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to CONTRACTOR. COUNTY will defend, indemnify and hold harmless CONTRACTOR in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. **Limited Warranty.**

a. CONTRACTOR warrants, solely for the benefit of COUNTY, that:

- i. It has the corporate power and authority to enter into this Contract and to grant COUNTY the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to COUNTY by CONTRACTOR and expressly identified by CONTRACTOR as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, CONTRACTOR AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CONTRACTOR AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF CONTRACTOR WILL SATISFY COUNTY'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 4(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND COUNTY ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of COUNTY for a breach of the limited warranties set forth in Section 4, for any error or other defect for which CONTRACTOR is solely responsible, CONTRACTOR will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Contract and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by COUNTY to CONTRACTOR and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 4 will apply with respect to any Software that has been damaged or modified by any party other than CONTRACTOR, or used in a manner for which the Software is not designed or intended.

5. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party Contracts. The terms and conditions of such third-party Contracts will apply to such source code in lieu of these terms, where applicable, and COUNTY is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to COUNTY by CONTRACTOR. Except as required for the authorized use of the Software as contemplated herein, COUNTY may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

6. **COUNTY Configurations.** COUNTY will be permitted to use one or more application programming interfaces (APIs) made available by CONTRACTOR to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "COUNTY Configurations"). COUNTY will not use any other API to modify or configure the Software. No API may be used to create any COUNTY Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by CONTRACTOR or that would reasonably be deemed competitive to any software or service developed or marketed by CONTRACTOR if the COUNTY Configuration were to be released to the public market. CONTRACTOR disclaims all representations and warranties, express or implied, regarding COUNTY Configurations and assumes no liability whatsoever with respect to COUNTY Configurations. COUNTY agrees to indemnify and hold harmless CONTRACTOR from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any COUNTY Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

7. **Back-Up Activities.** Except to the extent that COUNTY purchases CONTRACTOR's hosting service or back-up services, COUNTY has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and COUNTY acknowledges CONTRACTOR will not perform any Back-Up Activities for or on behalf of COUNTY.

8. **Data Privacy.** CONTRACTOR follows industry standard privacy practices, available at <https://www.iii.com/services-privacy-policy/>.

9. **Security.** CONTRACTOR holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between CONTRACTOR and the COUNTY. CONTRACTOR operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by CONTRACTOR's hosting partner. The COUNTY assumes shared responsibility and management of the Software. COUNTY should take into consideration the COUNTY Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. CONTRACTOR takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of COUNTY's sensitive information.

10. Definitions.

"Go-Live Date" means the COUNTY's first use of the Software in a production environment.

"GTCs" means the Subscription Contract General Terms and Conditions in Attachment 1B.

"Support Terms" means the Maintenance and Support Terms and Conditions in Exhibit A.

"Hosting Terms" means the Hosting Terms and Conditions in Exhibit B.

Exhibit A Maintenance and Support Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the Contract. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support.** CONTRACTOR will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with CONTRACTOR's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the Contract.

2. **Error Response.** Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that CONTRACTOR will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. Error Reporting and Diagnosis.

a. COUNTY must designate a representative as the contact that will report Errors to CONTRACTOR and be CONTRACTOR's primary contact for the provision of Maintenance and Support pursuant to the terms of this Contract (such representative is referred to herein as the "COUNTY Contact"). When a COUNTY Contact reports an Error, CONTRACTOR will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. CONTRACTOR will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by COUNTY; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to COUNTY environment; (vi) COUNTY's failure to incorporate any New Release previously provided to it by CONTRACTOR which corrects such Error; (vii) modification of the Software performed by COUNTY; and (viii) technical consulting services provided by CONTRACTOR at COUNTY's request (e.g., change orders, integration development, or configuration design and implementation), unless COUNTY notifies CONTRACTOR of such technical consulting services problem within the applicable warranty period set forth in the

governing statement of work, change order or Contract. COUNTY acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by CONTRACTOR from time to time, and COUNTY will be solely responsible for its adherence thereto.

c. If the COUNTY is hosting their Software, the COUNTY must provide direct network internet access to the Software, including any firewalls. CONTRACTOR requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support.** CONTRACTOR will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if COUNTY has purchased and is current on its payment for Maintenance and Support; however, CONTRACTOR may charge COUNTY for such effort with respect to Non-Warranty Errors according to the following process: (i) When the COUNTY Contact reports any Error, prior to commencing the Diagnosis for the Error, CONTRACTOR will notify the COUNTY Contact that the Diagnosis and repair effort will be at no charge to COUNTY unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) CONTRACTOR will then commence the Diagnosis unless instructed otherwise by the COUNTY Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to COUNTY at CONTRACTOR's then-current rate for technical services. Once the Diagnosis is complete, the COUNTY Contact will be given the option of having CONTRACTOR proceed with repairing the Non-Warranty Error, and, if so requested, CONTRACTOR will provide an estimate of the total cost for such effort. If agreed to by the COUNTY Contact, CONTRACTOR will undertake to repair the Non-Warranty Error and charge COUNTY for the associated technical services performed.

5. **Ticket Management and Escalation.** CONTRACTOR manages all reported issues using a ticket management system, and provides an Internet portal for COUNTYs to report issues. COUNTYs may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the COUNTY should contact CONTRACTOR representatives pursuant to CONTRACTOR's escalation policy made available on CONTRACTOR's Internet portal.

Exhibit B Hosting Services Terms and Conditions

These Hosting Services Terms and Conditions (“Hosting Terms”) apply to the Contract if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the Contract as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to COUNTY’s license to and use of the Software under the Contract.

2. Hosting Solution. CONTRACTOR offers COUNTYs a standard cloud-based hosting option (the “Standard Plan”). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the “Hosting Provider”), with the flexibility to meet COUNTYs’ data storage, data recovery, and information security policy requirements. To meet COUNTYs’ global hosting needs, CONTRACTOR offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, CONTRACTOR reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the Contract.

4. Security Controls.

a. Generally. Subject to the terms of the Contract, CONTRACTOR implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of COUNTY’s data resident in the Software.

b. Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by CONTRACTOR and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

c. Network Monitoring. All network systems and servers are monitored 24/7/365. CONTRACTOR will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). CONTRACTOR will notify COUNTY as soon as reasonably possible of any known security breaches or suspicious activities involving COUNTY’s production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

d. Audit and Security Testing. Hosting Providers perform regular security audits and testing. COUNTY's may not perform own audits of hosting providers.

e. Information Security Auditing/Compliance. CONTRACTOR's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

f. **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Contract (SLA):

i. Hours of operation/exclusive remedy for service unavailability. CONTRACTOR offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to COUNTY. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that CONTRACTOR fails to provide COUNTY with 99.9% infrastructure uptime for three consecutive months, COUNTY will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which CONTRACTOR failed to provide such infrastructure uptime during such months upon receipt of written notice from COUNTY. The remedies set forth in this Paragraph (i) are the exclusive remedies of the COUNTY for CONTRACTOR's failure to provide COUNTY with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which CONTRACTOR or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which CONTRACTOR will provide the COUNTY with advance notice. CONTRACTOR will make commercially reasonable efforts to provide COUNTY notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.

Exhibit D

Licensed Software

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]



Part of **Clarivate**

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Bill To

Durham County Public Library
PO Box 3809
300 North Roxboro St
Durham NC 27702-3809
United States

Ship To

Durham County Public Library
PO Box 3809
300 North Roxboro St
Durham NC 27702-3809
United States

Pricing Exhibit

Page 1 of 2

Date 4/20/2022
Quote # EST-INC14843

Payment Terms Net 30
Overall Contract Term (Months) 60
Contract Start Date
Contract End Date
Sales Rep Carrie Pearson
Site Code
Expires 7/19/2022

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Polaris Success Bundle - Public	License - Term	1	Polaris Public Success Bundle Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Supports staff tasks, including a Web-based interface (Leap), and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent Integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors, Mobile Patron App (MyLibrary!) & RESTful APIs.		112,500	40,736.27036814	40,736.27	63.79%
Polaris Dedicated Hosting - US/APAC	License - Term	1	Dedicated Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services		43,000	15,570.30778514	15,570.31	63.79%
Training/Test Server Add On - US/APAC	License - Term	1	Additional cloud hosting environment for Polaris ILS Training or Test system - to support dedicated capacity for training or testing		12,900	4,671.09233555	4,671.09	63.79%
Staff User Licenses	License - Term	150	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		200.000000...	72.42003622	10,863.01	63.79%
Polaris Automatic Authority Control	License - Term	1	Subscription to Polaris Automatic Authority Control includes automatic download of authority records when no local match is found during cataloging of a new record, plus weekly updates to the library's authority file.		3,600	1,303.56065178	1,303.56	63.79%
Additional SIP2 Subscription	License - Term	25	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		204.999999...	74.2305371	1,855.76	63.79%



Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Pricing Exhibit

Page 2 of 2

Date 4/20/2022
Quote # EST-INC14843

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount

First Year Total US\$75,000.00

**DURHAM COUNTY
NORTH CAROLINA**



Integrated Library System for Durham County

REQUEST FOR PROPOSALS

RFP NO. 22-014

**Proposals Due:
February 8, 2022
2:00 P.M. Eastern Time**

Integrated Library System for Durham County

RFP No. 22-014

PROPOSAL SCHEDULE

(Note: The below dates are subject to change)

Advertisement Date	January 16, 2022
Last Question Date	January 26, 2022 by 3:00 P.M. Eastern Time
Proposal Due Date	February 8, 2022 by 2:00 P.M. Eastern Time



REQUEST FOR PROPOSALS

RFP No. 22-014

ISSUE DATE:

Date: January 16, 2022

ISSUING DEPARTMENT:

**County of Durham Purchasing Division of Finance
7th Floor / 201 East Main Street
Durham, NC 27701**

Proposals will be received until 2:00 P.M., Eastern Time on February 8, 2022. The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide Integrated Library Systems Services for Durham County Library.

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

**Candy Harmon, Senior Procurement Specialist
Purchasing Division
Email: purchasinggroup@dconc.gov
Telephone: (919) 560-00741**

Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Purchasing Division by the designated date and hour indicated above.

In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.

Firm Name: _____

Date: _____

Address: _____

By: _____

(Name Typed/Printed)

Phone: _____

(Signature in Ink)



LEGAL NOTICE

Integrated Library System for Durham County

RFP No. 22-014

The County of Durham will receive proposals for Integrated Library Systems (ILS) Services on February 8, 2022, at 2:00 P.M., Eastern Time in the Durham County Purchasing Division, 201 East Main Street, 7th Floor, Durham, North Carolina 27701. No proposals will be accepted after the official time and date.

An electronic copy of this Request for Proposal (RFP) can be obtained from Durham County's eBid System located under Bid Opportunities at <https://www.dconc.gov/county-departments/departments-f-z/finance/bid-opportunities>. Proposers can download a copy of the solicitation and all addenda without registering in the system. However, in order to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid system.

The County reserves the right to accept or reject, in whole or in part, such proposals as appears in its judgment to be in the best interest of the County.

Publication Date: January 16, 2022