

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000007291
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Library	DATE: 9/9/2014
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SUBJECT: Cooperative Procurement Contract with SirsiDynix for Integrated Library Services

PRIMARY CONTACT (NAME, PHONE): Misty Jones,(619) 236-5870	SECONDARY CONTACT (NAME, PHONE): Frank Camacho, (619) 236-5808
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	100000				
FUNCTIONAL AREA	OTHR-00000000-CL				
COST CENTER	1713000001				
GENERAL LEDGER ACCT	513002				
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	\$231,909.00	0.00	0.00	0.00	0.00

FUND					
FUNCTIONAL AREA					
COST CENTER					
GENERAL LEDGER ACCT					
WBS OR INTERNAL ORDER					
CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Fiscal Year 2015 not-to-exceed amount of \$231,909 from the date of award.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Comptroller	Environmental Analysis	ORIG DEPT.	Jones, Misty N 09/10/2014
Financial Management	Environmental Analysis	CFO	
Financial Management	Equal Opportunity Contracting	DEPUTY CHIEF	
Environmental Analysis	Liaison Office	COO	
Environmental Analysis		CITY ATTORNEY	Dugard, Prescilla
		COUNCIL PRESIDENTS OFFICE	

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. The Mayor or his designee is authorized to enter into an agreement with SirsiDynix for Integrated Library System services for a period of five years from the date of award.

2. The Chief Financial Officer is authorized to expend an amount not-to-exceed \$231,909 over one year from the date of award, with a 2.9 percent rate increase cap for a five year total of \$1.2 million in accordance with contract specifications for Integrated Library System services contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds are, or will be, on deposit with the City Treasurer.

STAFF RECOMMENDATIONS:

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): All

ENVIRONMENTAL IMPACT: This activity is not subject to CEQA pursuant to the state guidelines section 15060(C)(3).

CITY CLERK INSTRUCTIONS: None.

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 9/9/2014

ORIGINATING DEPARTMENT: Library

SUBJECT: Cooperative Procurement Contract with SirsiDynix for Integrated Library Services

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Misty Jones/(619) 236-5870

DESCRIPTIVE SUMMARY OF ITEM:

This action will approve a cooperative procurement agreement between the Library Department and SirsiDynix for Integrated Library System (ILS) services for a period of five years. The Integrated Library System is the software platform for managing acquisitions, cataloging, patron records, and materials circulation at all 35 Branch libraries and the Central Library.

STAFF RECOMMENDATION:

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

San Diego Public Library presently uses SirsiDynix's Integrated Library System (ILS) software to manage daily library operations, including acquisitions, cataloging, reporting, circulation, serials and the online public catalog. The original contract was for five years (March 6, 2007 to August 31, 2012) and has been extended for two additional years (September 1, 2012 to August 31, 2014). SirsiDynix has amended the original contract, and the Library Department currently operates under year three of a Maintenance Extension Agreement.

The Maintenance Extension Agreement is not part of this action. However, if the Cooperative Procurement Agreement is approved, MobileCirc and Platinum Services that are offered at a deep discount through the Maintenance Extension Agreement will continue at the cost factored into the five-year projection. The quote for MobileCirc and Platinum Services is attached. If the Cooperative Procurement Agreement is not signed by December 31, 2014 the cost for MobileCirc and Platinum Services will rise by about \$20,000.

Anticipating the end of the contract, Library Department staff assisted the City of Carlsbad Library in the writing of their Request for Proposals with a view towards 'piggybacking' onto the Carlsbad contract should it be determined to be in the interests of the City of San Diego to do so.

Carlsbad's Integrated Library System selection process began with the issuance of a Request for Proposals on December 4, 2012, and culminated in the signing of a five year contract with SirsiDynix on August 29, 2013.

Having reviewed the selection process and researched the Integrated Library System marketplace, the Library Department determined that a cooperative agreement that 'piggybacked' on the City of Carlsbad-SirsiDynix contract was in the best interests of the City of San Diego for the following reasons:

- Annual pricing is in line with the Library Department's current contract with SirsiDynix.
- Continuing with SirsiDynix would obviate the need for time-consuming and costly data migration to a different software platform.
- SirsiDynix' Software as a Service (SaaS) delivery model has been proven in the City's computing environment for the last 7 years (since 2007) with little server downtime and a reliable database.
- The Software as a Service delivery model eliminates the need for the City to purchase the computing hardware and fund the staffing necessary to run and maintain the Integrated Library System.
- SirsiDynix's competitors do not have comparably robust SaaS delivery models.
- Library Department staff members at all 36 branches are well trained on the existing system.
- San Diego Public Library patrons have become accustomed to the public-facing interfaces provided by SirsiDynix.

The Purchasing & Contracting Department reviewed and certified the cooperative procurement on August 4, 2014; the City Attorney's Office has reviewed and advised on the language of the final agreement, as has SirsiDynix's legal counsel.

Once approved by Council, the cooperative procurement agreement would retroactively take effect on September 1, 2014, and last for five years, ending on August 31, 2019.

FISCAL CONSIDERATIONS:

The contract is for a not-to-exceed amount of \$231,909 for the first year from the date of award, with a 2.9 percent rate increase cap for a five year total of \$1.2 million. Below are the annual cost projections for the duration of the five year agreement:

Year 1: \$231,909
 Year 2: \$237,764
 Year 3: \$244,655
 Year 4: \$251,749
 Year 5: \$259,049
 Total projected cost: \$1,225,126

Costs will be paid out of the Library General Fund number 100000.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: City of San Diego Library Department and its patrons.

Jones, Misty N
Originating Department

Deputy Chief/Chief Operating Officer

**COOPERATIVE PROCUREMENT AGREEMENT BETWEEN
THE CITY OF SAN DIEGO
AND
SIRSI CORPORATION dba SIRSIDYNIX
FOR INTEGRATED LIBRARY SYSTEM SOFTWARE**

RECITALS

- A. San Diego Municipal Code (“SDMC”) section 22.3208 authorizes the City of San Diego (“City”) to use a cooperative procurement contract awarded by another agency where the City’s Purchasing Agent certifies in writing that the cooperative procurement contract is in the City’s best interests, to the City’s economic advantage, and the agency’s bidding process substantially complies with the City’s competitive bidding requirements.
- B. The City of Carlsbad (“Agency”) issued a Request for Proposals for an integrated library system for their public library by posting the solicitation on the Agency’s website and eBidBoard.com at least ten days before the bid or proposal was due.
- C. On August 29, 2013, based on the results of the competitive process, the Agency awarded a contract with Contractor and executed the “Master Agreement Between Carlsbad City Library and SirsiDynix” with Sirsi Corporation dba SirsiDynix (“Contractor”), (referred to as the “Agency Agreement” attached as Exhibit 1); and
- D. On June 20, 2014, the City’s Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.
- E. Contractor has agreed to provide to the City the same pricing offered to “Agency” for software as a service (SaaS) consistent with the terms and conditions in the Agency Agreement except as modified herein.

GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement attached as Exhibit 1 with the exception of the following modifications which reflect local terms and conditions:

1. This Agreement shall fully incorporate the Recitals which the parties agree are true and correct.
2. This Agreement is effective on the last date that this Agreement is signed by the City and Contractor and approved by the City Attorney through August 31, 2019, which may be exercised at the City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. The City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term, or payment of the renewal Maintenance invoice within thirty (30) days of receipt of invoice. The option to renew may not be declined by Contractor. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.
3. Early termination of the Agency Agreement by Agency or Contractor, or failure by the Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Agreement.
4. Amendments to the Agency Agreement are described in Exhibit 2, which is attached hereto and incorporated herein by reference.
5. This Agreement shall be subject to all applicable laws and regulations of the City. All policies, laws, and regulations enacted by the Agency and all documents applying such policies, laws, and regulations referenced in the Agency Agreement shall not apply to this Agreement.
6. To the extent that any of the foregoing provisions conflicts with any provisions in the Agency Agreement as incorporated by this Agreement, the foregoing provisions in this Agreement shall take precedence and control.
7. The foregoing modifications shall affect only the page(s) and section(s) and terms and conditions referred to herein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to the City and Contractor as incorporated in this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

Sirsi Corporation dba
SirsiDynix

By: 

Name: J. Scott Arken

Title: Secretary / General Counsel

Date: October 1, 2014

THE CITY OF SAN DIEGO

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality this ___
day of _____, 2014.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

EXHIBIT 1

MASTER AGREEMENT BETWEEN CARLSBAD CITY LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes and Other Documents. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing. Other documents attached as reference to the Master Agreement include, but are not limited to the following:

- SirsiDynix Response to Carlsbad City Library RFP for Integrated Library Automation System
- SirsiDynix Response to Carlsbad City Library Clarification Questions
- SirsiDynix Disaster Recovery Sales Overview for US SaaS Operations 2012

1.4 Not used.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of

the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's

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use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, upon notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix and the City mutually agree that such user has violated these terms and conditions. 2.3.5 The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. 2.3.6 In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. 2.4.2 Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in MARC standard format or delimited ASCII format. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. 2.5.1 Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. 2.5.2 Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. 2.5.3 SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. 2.5.4 For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future versions/releases. 2.5.5 If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. 2.5.6 If an Error was corrected or is not present in a more current version of the Product, SirsiDynix shall have no obligation to correct such Errors in prior versions of the Software. 2.5.7 Fees for Maintenance Services do not include implementation, training and other Professional Services. 2.5.8 It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable

Customer to effectively use the Software. 2.5.9 In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 105% of the aggregate Maintenance fee that would have been payable during the period of lapse. 2.5.10 For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous version upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. 2.6.2 SirsiDynix does not provide support for Hardware unless Customer purchases any available Maintenance associated with such Hardware. Such Hardware Maintenance may be provided through a third party.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Software and Subscriptions. Customer may develop itself or through its agents derivative works from the Software and Subscriptions so long as 1) Customer retains sole and exclusive ownership and all rights, title, and interest in such derivative works and 2) such derivative works are only used for Customer's internal business purposes in conjunction with SirsiDynix Software currently licensed to Customer. Customer may not distribute any derivative works developed by Customer or Customer's agent, including Intellectual Property embodied or associated with derivative works; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v)

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modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. For purposes of improving the functionality of the software, SirsiDynix shall have the right to aggregate only non-personally identifiable data from the Customer Data and shall not retain any personally identifiable Customer Data beyond termination of the Agreement.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Invoices become past due 30 days after the invoice date. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon twenty (20) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Appropriate sales tax, if any, will be included on the invoice.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and

further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information. SirsiDynix agrees to notify Customer if unauthorized access of personal information has been identified. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law. If such dissemination is required by law, SirsiDynix agrees to inform Customer prior to any such dissemination if permitted by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix.

6.1.2 SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. **THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.** **6.1.4 Insurance.** SirsiDynix will provide general liability insurance to cover damage and/or injury to property and/or persons caused by personnel acting in performance of SirsiDynix contractual obligations. Contractor will obtain and maintain policies of commercial general liability insurance, automobile liability insurance, a combined policy of workers' compensation, employer's liability insurance, and professional liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A-:VII OR with a surplus line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X", in an amount of not less than one million dollars (\$1,000,000) each, unless otherwise authorized and approved by the Customer. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims made coverage. The insurance will be in force during the life of this Master Agreement and will not be canceled without thirty (30) days prior written notice to the Customer by certified mail. Customer will be named as an additional insured on General Liability. Contractor will furnish certificates of insurance to the Contract Department, with endorsements to Customer prior to Customer's execution of this Master Agreement. SirsiDynix will, upon request, name the Customer (City of Carlsbad) as additional insured on a Certificate of Insurance.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection

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with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Voice Automation Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Voice Automation Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Voice Automation Software license and Customer will be entitled to a pro-rata adjustment in the fees paid for the affected SirsiDynix Voice Automation Software.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected versions of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE HARDWARE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR

THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION IS DISCOVERED OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Master Agreement may be renewed as specified in the Quote. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement. Either party may also terminate the Master Agreement for any reason upon 90 days written notice to the other party. **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished. **9.3.3 Early Termination Fee.** Customer agrees to pay a fee to SirsiDynix in the event of early termination, which becomes effective upon any date prior to the end of the current Master Agreement year. Such fee shall be equal to 40% of

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remaining value of the then-current Term of the Products or Services, as applicable. Customer agrees that damages suffered by SirsiDyNix in the event of such early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any such early termination. Customer shall notify SirsiDyNix in writing of its intent to terminate early not less than ninety (90) days prior to the date of early termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year fees paid.

9.4. Suspension. SirsiDyNix will be entitled to suspend any or all performance upon 20 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDyNix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDyNix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDyNix's network or systems.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDyNix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDyNix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDyNix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDyNix has remote access.

10.4 Delegation. SirsiDyNix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDyNix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public

marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement, SirsiDyNix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDyNix's termination rights and do not affect SirsiDyNix's right to payment for Products related to usage in excess of 1,750,000 items circulated per agreement year. Customer agrees to pay \$55 in annual maintenance and \$150 in one-time license fees per 1,000 items that exceed the 1,750,000 items circulated License Metric.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDyNix at legal@sirsidyndix.com, or by email to Customer at the current Library & Cultural Arts Director's email as available on the Customer's website, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDyNix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

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10.16 Governing Law and Venue. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The

Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Dispute Resolution. If a dispute should arise regarding the performance under the Master Agreement the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of SirsiDynix or Customer will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to a third party arbitrator mutually agreeable to both parties. The third party arbitrator will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the third party arbitrator will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

END OF MASTER AGREEMENT

The individuals executing this Master Agreement and the instruments referenced in it on behalf of SirsiDynix each represent and warrant that they have the legal power, right and actual authority to bind SirsiDynix to the terms and conditions of this Master Agreement.

City of Carlsbad 1635 Faraday Ave. Carlsbad, California 92008-7314	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: <u><i>[Signature]</i></u>	Sign: <u><i>[Signature]</i></u>
Print Name: <u>GARY T. BARBERO</u>	Print Name: <u>William Davison, Jr.</u>
Title: City Manager or designee	Title: <u>CEO</u>
Date: <u>8/29/13</u>	Date: <u>August 27, 2013</u>
Approved as to Form	
Sign: <u><i>[Signature]</i></u>	Sign: <u><i>[Signature]</i></u>
Print Name: Celia A. Brewer <u>Jane Mebaldi</u>	Print Name: J. Scott Askew
Title: City Attorney <u>Asst City Attorney</u>	Title: Secretary
Date:	Date: <u>August 27, 2013</u>
Attest	
Sign: <u><i>[Signature]</i></u>	
Print Name: Barbara Engleson	
Title: City Clerk	

Date: 8/29/13



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Exhibit A - DEFINITIONS

"Circulation" means the checkout of a physical or digital Library Item to a patron, or the renewal of a physical or digital Library Item.

"Confidential information" means information of SirsiDynix and/or its licensors includes but is not limited to all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the calendar date agreed upon in the Quote at which time the products will be substantially ready for operational use for normal daily business. Customer agrees that this date may be moved by SirsiDynix in the event of Customer-caused delay.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third

party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 93471) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be Included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: GD 8/24/13



Quote for:

Carlsbad City Library

RFP Response

Prepared by:
John Taylor
Field Sales Consultant
SirsiDynix

Quote Date: December 19, 2012

Quote Valid Until: August 30, 2013

This quote is hereby fully incorporated into the Master Agreement.
SirsiDynix Copyright 2013 - All Rights Reserved

Quote Information

General

PORTFOLIO DATA MIGRATION

Data migration charges can only be estimated until a sample of data from your existing systems becomes available for analysis. This describes the work typical of a data migration into Portfolio for either MARC or XML record formats. \$5,600 has been allocated in the quote for 2 data loads based on the available information. Further discussion and analysis will be required before work can begin.

INPUT FROM CUSTOMER: Convert extracted text file to xml records for loading into Portfolio.

OPERATION: Data services will create an xml import file from a customer's extracted records in txt format. The library must return the mapping chart below the conversion of the Text file labels to their Dublin Core metadata fields. If multiple fields are mapped to the same Dublin Core fields they will be mapped to a single Dublin Core field with each tags data separated by a comma or semicolon. Each field in the exported ascii text file must be delimited by a character (i.e. comma, pipe, etc...) or a fixed length format. Other formats must be pre-approved. Documentation should also be supplied that defines each field in the exported ascii file.

The image file name must be specified in one of the fields exported. All of the images should be placed in one folder and compressed to a zip file.

Below is a list of the Dublin Core fields for mapping:

Text File Label	Dublin Core Field
Title	
Creator	
Subject	
Description	
Publisher	
Contributor	
Date	
Type	
Format	

- For indexing purposes, we recommend use of DiXML-recognized FORMAT values

Identifier Source Language

- For indexing purposes, we recommend ISO-639 values

Relation CoverageRights

LIMITS:

1. This product is for the conversion of the meta data record only. It must be purchased with "Data Services – Portfolio Digital Image Batch loading".
2. SirsiDynix will develop software specifications one time. After specifications have been agreed upon by both SirsiDynix and the Library, future changes may incur further charges
3. SirsiDynix is not writing a custom report to do this work, therefore, the customer will not be able to execute this work themselves on an ongoing basis.

This quote is hereby fully incorporated into the Master Agreement.

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Quote Information

4. Work will ONLY done after a customer has a verified full system backup.
5. Remote 24/7 server access is required for the duration of the project. The sight may limit connectivity to the SirsiDynix Corporate VPN tunnel. SirsiDynix supports Remote Desktop and VNC for Windows systems. SirsiDynix support telnet and ssh access for Unix and Linux systems. Other connectivity methods could incur addition fees.

This project is not to exceed (hrs): 16
 Cost: \$2,800

INPUT FROM CUSTOMER: Convert MARC21 records to an xml file for loading into Portfolio.

OPERATION: Data services will create an xml import file from a customer's MARC21 export. The library must return the mapping chart below outlining the conversion of the MARC21 tags /subfields to their Dublin Core metadata fields. If multiple marc tags are mapped to the same Dublin Core fields they will be mapped to a single Dublin Core field with each tags data separated by a comma or semicolon.

The image name will be obtained from the 856 tag, unless another tag is specified. All of the images should be placed in one folder and compressed to a zip file.

MARC21 Tag
 Subfield
 Dublin Core Field
 Title
 Creator
 Subject
 Description
 Publisher
 Contributor
 Date
 Type
 Format

- For indexing purposes, we recommend use of DiXML-recognized FORMAT values

Identifier Source Language

- For indexing purposes, we recommend ISO-639 values

Relation Coverage Rights

Note: <http://www.loc.gov/marc/marc2dc.html> can be a good resource while completing the mapping.

LIMITS:

1. This product is for the conversion of the meta data record only. It must be purchased with "Data Services – Portfolio Digital Image Batch loading".
2. SirsiDynix will develop software specifications one time. After specifications have been agreed upon by both SirsiDynix and the Library, future changes may incur further charges.
3. If the data exist in a current SirsiDynix product, the export of the data is

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Quote Information

included but specific instructions will need to be supplied to identify records to be extracted including linking information to the physical item.

4. SirsiDynix is not writing a custom report to do this work, therefore, the customer will not be able to execute this work themselves on an ongoing basis.

5. Work will ONLY done after a customer has a verified full system backup.

6. Remote 24/7 server access is required for the duration of the project. The sight may limit connectivity to the SirsiDynix Corporate VPN tunnel. SirsiDynix supports Remote Desktop and VNC for Windows systems. SirsiDynix support telnet and ssh access for Unix and Linux systems. Other connectivity methods could incur addition fees.

This project is not to exceed (hrs): 16

Cost: \$2,800

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Purchase Details (Extended)

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

Component	Year 1	Year 2	Year 3	Year 4	Year 5
SirsiDynix SaaS subscription	71,620	62,500	62,500	62,500	62,500
Services	35,750	-	-	-	-
Platinum Services	10,000	10,000	10,000	10,000	10,000
Enterprise	11,195	6,000	6,000	6,000	6,000
Portfolio	20,780	5,630	5,630	5,630	5,630
Enriched Content	9,352	9,770	9,770	9,770	9,770
Discount	(65,280)	-	-	-	-
Total	93,417	93,900	93,900	93,900	93,900

Initial Term of Maintenance and SaaS Services: Five (5) Years from the projected Go Live Date of June 1, 2014

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% annual price increase cap until Term renewal

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

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

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

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Detailed Pricing

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

Component	Price
SirsiDynix SaaS subscription SirsiDynix SMS Notification for Symphony SaaS - 100K Message Package SirsiDynix eResource Central Gateway Services - Annual Subscription SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription SirsiDynix eRC Connector for Overdrive - Annual Subscription SirsiDynix eRC Connector for Recorded Books - Annual Subscription SaaS 9xx SaaS Hosting Fee	71,620
Services Installation Consulting Training	35,750
Platinum Services - Premier	10,000

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Detailed Pricing

Training

- Unlimited access to online eLearning for a maximum of 30 users
- Electronic training documentation for customization
- Three distance training courses - Hands-On Lab or Instructor-Led
- 20% discount on onsite, custom, or hands-on lab training

Best Practices and Custom Consulting

- Dedicated Library Relationship Manager
- Annual review and account planning
- 20 custom consulting hours
- SureSailing monthly
- 20% discount on additional consulting hours

Customer Service and Support

- Phone-based support: 24 x 7 for critical Level 1 issues
- Phone-based support: 24 x 5 for any questions or issues
- Weekend and evening upgrade support
- Priority call handling and resolution
- Remote system diagnostics and support
- Remote mobile device diagnostics and support
- Client Care Portal and Knowledge Base access
- 5 authorized contacts that can call or open cases

APIs

- Access to all SirsiDynix APIs and training

Data Enhancement Services

- Update MARC records with full SmartSOURCE service
- Quarterly Authority update service
- Authority Processing 10% discount

Enterprise

11,195

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Detailed Pricing

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

Component	Price
SaaS Enterprise Annual Subscription Installation and Training	
Portfolio	20,780
SirsiDynix Portfolio, SaaS Annual Subscription - Up to 10K assets/100GB Disk Installation and Training	
Enriched Content	9,352
Enriched Content Basic Package Enriched Content Core Enhanced Public Subscription	
Discount	
Customer Loyalty Discount	(15,780)
Services Discount	(49,500)
Total Discount	(65,280)
QUOTE TOTAL	93,417

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Component Descriptions

SirsiDynix SaaS subscription

SirsiDynix SMS Notification for Symphony SaaS - 100K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above. Up to 100,000 messages included per year. Additional messages used, if allowed, will be deducted from the subsequent subscription package purchased. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time.

SirsiDynix eResource Central Gateway Services - Annual Subscription

Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above. eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface. Open Library and Project Gutenberg content is available and included with this service.

SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the approved content of Baker and Taylor. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for Overdrive - Annual Subscription

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the approved content of Overdrive. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for Recorded Books - Annual Subscription

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the approved content of Recorded Books. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SaaS 9xx

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

SaaS Hosting

Services

Installation:

Product Delivery

SirsiDynix SMS Notification Software Installation

SirsiDynix eRC Gateway Services Installation

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

Add-On Module Software Installation

Activation of SirsiDynix Symphony/Unicorn add-on module as per specified. Price is per module.

Product Delivery - Enriched Content Element Installation

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Component Descriptions

Product Delivery - Enriched Content Code Installation

Project Management

Project Management - SirsiDynix SMS Notification

Project management for SirsiDynix SMS includes a dedicated project manager to guide you through the implementation of SirsiDynix SMS. This includes, scheduling and coordination of SirsiDynix resources, holding project progress calls (if needed) and helping with a smooth transition to SirsiDynix customer support after the project is complete.

Project Management - SirsiDynix eResource Central

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of 9xx Interface module either during an ILS Migration or as a standalone add on order for a current customer.

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of Enriched Content either during an ILS Migration or as a standalone add on order for a current customer.

Consulting:

SirsiDynix eRC Additional Connector Setup

Includes configuration of one SirsiDynix eResource Central connector.

Software Consulting Review (4 days on-site)

SirsiDynix 4 Day Software Consulting Review was created for libraries that have been on their existing software over a period of time to update staff on its current capabilities and latest features ensuring library staff use the software at maximum productivity and their patrons have access to the latest innovations. Examples of suggested sessions the library can request for the four days are: ½ day Pre-Upgrade Planning - Plan for libraries jumping multiple versions ½ day Integration specifications - Integrate other applications ½ day Post-Upgrade Assistance - Assistance with post-upgrade tasks 1 day New Staff Orientation - Personalized assistance for a new director, system administrator or department manager 1 day Upgrade Highlights - Overview of software enhancements for library staff ½ day New Products Overview - Update on exciting new products users and staff efficiency ½ day Staff Process Review - Analysis and recommendations for departmental workflow (per module) 1 day Policy Review - Streamlining policies for easier administration 1 day Data Review - Analysis of current data and formats and plans for change 1 day Report Review - Analysis and update of report setup 1 day User Interface Review - Review of options to enhance user experiences

Core Implementation (4 days on-site)

ILS Policy Profiling is designed to provide expert guidance to library project team members with setting up and configuring a comprehensive, yet concise, policy structure. A SirsiDynix consultant will work with the library project team during a two day on-site visit to review and complete an Excel spreadsheet containing local policy decisions. After test data load, the SirsiDynix consultant will conduct a series of distance sessions to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Travel expenses are included. Sessions not to exceed 50 hours.

Software Consulting Review (4 days on-site)

SirsiDynix 4 Day Software Consulting Review was created for libraries that have been on their existing software over a period of time to update staff on its current capabilities and latest features ensuring library staff use the software at maximum productivity and their patrons

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Component Descriptions

have access to the latest innovations. Examples of suggested sessions the library can request for the four days are: ½ day Pre-Upgrade Planning - Plan for libraries jumping multiple versions ½ day Integration specifications - Integrate other applications ½ day Post-Upgrade Assistance - Assistance with post-upgrade tasks 1 day New Staff Orientation - Personalized assistance for a new director, system administrator or department manager 1 day Upgrade Highlights - Overview of software enhancements for library staff ½ day New Products Overview - Update on exciting new products users and staff efficiency ½ day Staff Process Review - Analysis and recommendations for departmental workflow (per module) 1 day Policy Review - Streamlining policies for easier administration 1 day Data Review - Analysis of current data and formats and plans for change 1 day Report Review - Analysis and update of report setup 1 day User Interface Review - Review of options to enhance user experiences

Training:

Self-paced Training, SirsiDynix SMS Notification for Symphony

Learn to set up and send SMS notifications in batch or individually via SirsiDynix Symphony. This training is available in English only.

Acquisitions - MARC Order Loader/9XX

One seat in a group distance instructor-led course for Acquisitions: 9XX / MARC Order Loading. Learn to load orders placed directly with vendors into WorkFlows. After completing this course, you will be able to: • Identify and understand the steps needed to prepare for/MARC Order Loading/ 9XX. • Use the MARC Order Import Utility wizard. • Run the Load Bibs with Order Info report. • Run the Load Fiat Order Records report.

Training - Instructor-Led, Private, SirsiDynix eResource Central

Eight seats in a Private distance instructor-led course for eResource Central.

Platinum Services

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to: • Create Enterprise admin user accounts • Manage search profiles and search result displays • Look up and blacklist search suggestions • Crawl website information for use in result lists • Dictate scheduled tasks for indexing ILS data

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and

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Component Descriptions

maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to: • Use "Did you mean?" and other search suggestions • Limit search results by item library, item type, or other search facets • Utilize email and print options • Check item availability as well as place hold requests • Write a patron review

Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to: •Create new rooms and Edit existing rooms •Hide and display rooms •Manage the availability of rooms to a Profile •Understand and edit room properties including choosing layouts •Select Search Targets and Search Limits for a room •Edit and create content for a room •Detach and attach rooms and branches

Portfolio

SirsiDynix Portfolio, SaaS Annual Subscription - Up to 10K assets/100GB Disk

SirsiDynix Portfolio is a digital asset management solution that includes a state-of-the-art searching solution that empowers libraries to make their digital collections more searchable and discoverable than ever before. SirsiDynix Portfolio includes OAI-PMH capabilities, both as a server as well as a harvester. Also included is the ability to create metadata templates based on a wide range of digital media types, such as music, video, images, etc.

Portfolio Digital Image Batch Loading

Portfolio Digital Image Batch Loading

Custom Data Services *

Refer to the Additional Information - Custom Services for details.

SirsiDynix Portfolio Software Installation

Includes installation of SirsiDynix Portfolio in SirsiDynix SaaS facility or on the customer's local machine, installation of an ILS Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

Portfolio SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Portfolio by addressing configuration issues like search limits, profiles, etc.

Portfolio Training, Group

One seat in a group distance instructor-led course for Portfolio. This class teaches participants how to create collections of assets such as PDFs, photographs, and other digital content. Participants will also learn how to import and export collections as well as define an indexing schedule for all media types. Managing templates for metadata entry will also be covered. By the end of the class, the participant will be able to: -Create a collection of assets manually using templates for metadata entry -Define security levels for collections -Display assets to the public using rooms functionality -Browse and search to find desired assets -Bulkload metadata and digital files

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Component Descriptions

using import utility -Export assets using export utility -Define templates for metadata entry -Set schedule for full-text indexing of all media types.

SirsiDynix Portfolio Project Management

Project Management Services for the implementation of SirsiDynix Portfolio

Enriched Content

Enriched Content Basic Package

Price is Per 1000 Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Cover Images, Author Notes, and reviews from Publisher's Weekly, Library Journal, School Library Journal, Booklist, Choice.

Enriched Content Core Enhanced Public Subscription

Includes Awards, Fiction Profiles, Find Similar Titles, Video and Music 1, and Series List. These elements are available for: SirsiDynix Enterprise 1.0 or higher SirsiDynix e-Library with SirsiDynix Symphony 3.2.1 or higher HIP 3.10 with Horizon 7.4.2 or higher

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Existing Components

Component

SirsiDynix SaaS subscription

SaaS Core Package License Increase
SaaS Additional Branch Fee
SaaS Acquisitions
SaaS Electronic Data Interchange (EDI)
SaaS Debt Collection Agency Interface
SaaS Materials Booking
SaaS OutReach
SaaS Serials
SaaS Test System
SaaS Universal SIP2
SmartPORT
SaaS Unicode Server Extension Test System
SSL Security Certificate Subscription

Telemessaging

Telephone Messaging SVA Software
Telephone Messaging SVA Per Line Fee
Telephone Messaging Software Maintenance

Hardware

Telemessaging Server
Peripherals

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Existing Components

SirsiDynix SaaS subscription

SaaS Core Package License Increase

SaaS Additional Branch Fee

License fee for each additional service agency.

SaaS Acquisitions

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together. EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response /Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers. 9xx: 9xx Book order Loader facilitates the acquisitions workflow when libraries place orders for materials through a Web-based book vendor ordering system. This module, especially for academic libraries, not only imports MARC records for new book orders, but also records the order details in SirsiDynix Symphony's Acquisitions module, all in one step. Vendors include Baker and Taylor TitleSource II, Ingram iPage, BWI TitleTales, Brodart Bibz.com, Yankee Book Peddler GOBI, Blackwell Collection Manager, and Harrassowitz OttoEditions.

SaaS Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) facilitates electronic communication with your materials vendors. EDI supports the claim/claim response, invoice, and functional acknowledgment transactions and can electronically transmit and receive information using the X12 protocol.

SaaS Debt Collection Agency Interface

SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management and is priced for each participating institution.

SaaS Materials Booking

SirsiDynix Symphony Materials Booking enables booking, circulation, and maintenance of equipment, rooms, and nonprint materials.

SaaS OutReach

SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

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Existing Components

SaaS Test System

A SirsiDynix Symphony Test System can be loaded with generic policies and data so you can test policy changes before initiating changes to the production server. You can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect your catalog and database. Includes one production to test copy over per year. Should there be an upgrade to Production SirsiDynix will perform an additional copy over at no charge. Each copy should be requested via Customer Support and additional copies are available for purchase.

SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

SmartPORT

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

SaaS Unicode Server Extension Test System

SirsiDynix Symphony Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables you to test policy changes and configurations before applying the changes to your Unicode-compliant production system.

SSL Security Certificate Subscription

The SSL annual subscription will encrypt all OPAC-related traffic by using the https protocol via SSL. This will allow any sensitive OPAC-related traffic to remain secure. The subscription includes annual renewal of the SSL certificate by SirsiDynix.

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Terms and Conditions

Other Terms

Enriched Content is based upon annual circulation. You are licensed for up to 1,750,000 annually circulated items; an increase requires additional licenses.

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

"Go Live Date" means the calendar date agreed upon in the Quote at which time the products will be substantially ready for operational use for normal daily business. Customer agrees that this date may be moved by SirsiDynix in the event of Customer-caused delay.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

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

Payment Terms

The term of any quoted products is for no less than five (5) years. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Third Party Products/Software license fees

- 100% due upon Go Live

Subscriptions fees

- 100% of first year's subscription(s) due at Go Live Date

Support/Maintenance fees

- 100% of first year's Support due at Go Live Date

Services/Training

- 100% at Go Live Date

Platinum Services

- Platinum Services ("PS") shall commence immediately upon the signing of this document. The payment of all applicable fees, if any, will be due at Go Live Date. PS shall continue through the expiration of the Customer's current term for Maintenance/SaaS Services subscription ("PS Initial Term"). Renewal terms for PS shall be the same as Customer's current agreement regarding Maintenance/SaaS Services subscription.

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Terms and Conditions

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

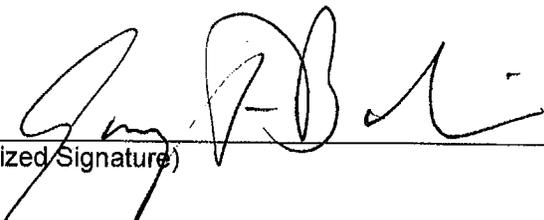
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Terms and Conditions

Customer Signature:

Carlsbad City Library

By:



(Authorized Signature)

Printed Name:

GARY T. BARBO

Title:

ASSISTANT CITY MANAGER

Date:

8/29/13

Billing Address:

Carlsbad City Library
1635 Faraday Ave.
Carlsbad
California 92008-7314
United States

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AMENDMENTS TO THE AGENCY AGREEMENT

1. **Agency.** All references to "Agency" in the Agency Agreement shall mean and be understood to be "City of San Diego".
2. **Notices.** For purposes of section 10.9 of the Agency Agreement, Philip Gunderson in the San Diego Public Library Department is the primary contact for City, the e-mail address for Notices to Customer is pgunderson@sandiego.gov, with any hard copy sent to San Diego Central Library @ Joan A. Irwin Jacobs Common, 330 Park Boulevard, San Diego, 92101.
3. **Indemnification.** The following shall be added to section 6 of the Agency Agreement:

Notwithstanding the foregoing, with respect to any liability (including, but not limited to, claims asserted or costs, losses, attorney fees, or payments) for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or Contractor's employees, agents, and officers, arising out of any services performed under this Agreement, the Contractor agrees to defend, indemnify, protect, and hold harmless City, its agents, officers, and employees from and against all liability. Also covered is liability for injury to any person or property arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party, but the City will pay its pro rata share of such liability in accordance with its fault for the liability, as determined by a final non-appealable judgment by a court of competent jurisdiction. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of City, its agents, officers or employees.

4. **Scope of Work.** The Quote Information provided in the Agency Agreement is revised to reflect the products, services, and prices provided in attached Exhibit 3. The remaining portions of the Quote Information shall remain in full force and effect.
5. **Insurance.**

5.1 Requirements.

- a) Contractor shall not begin any work under this Agreement until it has:
 - (i) provided to City, insurance certificates and endorsements reflecting evidence of all insurance required below; however, City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by City;
 - (ii) obtained City approval of each insurance company or companies; and

EXHIBIT 2

(iii) confirmed that all policies contain the specific provisions required below

- b) The policies shall be kept in force for the duration of the term of this Agreement. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by City. The Contractor shall not modify any policy or endorsement of this Agreement which increases City's exposure to loss for the duration of this Agreement. Contractor's liabilities, including Contractor's indemnity obligations under this Agreement, shall not be deemed limited in any way to the required insurance coverage.

5.2 Certificates. Contractor shall deliver to City current certificates for the duration of this Agreement for each of the following (unless specifically waived by the Director of Risk Management):

- a) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000);
- b) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
- c) Workers' Compensation Insurance, as required by the laws of the State of California for all of Contractor's employees who are subject to this Agreement, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).

5.3 Required Endorsements. Contractor's insurance shall include the following:

- a) Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in the Commercial General Liability and Auto Liability policies.
- b) Primary and Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by City.
- c) Severability of Interest. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against

EXHIBIT 2

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

d) Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for City.

5.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to City. City will accept non-admitted surplus lines insurers if they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements provided in this Agreement.

5.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of Contractor and must be disclosed and acceptable to City at the time evidence of insurance is provided.

5.6 Modification. City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to City. City will reimburse Contractor for the cost of the additional premium for any coverage requested by City in excess of that required by this Agreement without overhead, profit, or any other markup.

6 **City Mandatory Provisions.** Contractor further agrees to comply with the following provisions:

6.1 Council Policy 100-04: Contractor agrees to comply with Council Policy 100-04, which establishes that all City contractors, including but not limited to construction contractors, consultants, grantees, and providers of goods and services agree to comply with all applicable titles of the Americans with Disabilities Act. Council Policy 100-04, attached hereto as Exhibit 2A is by this reference incorporated into this Agreement.

6.2 Council Policy 100-17: Contractor agrees to comply with Council Policy 100-17 that requires all City construction contractors, consultants, grantees and providers of services to provide a drug-free workplace for the performance of work done in connection with a contract held by the City. Council Policy 100-17, attached hereto as Exhibit 2B is by this reference incorporated into this Agreement.

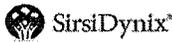
6.3 Non-Discrimination Requirements.

a) Compliance with the City's Equal Employment Opportunity Outreach Program: Contractor shall comply with the requirements of the City's Equal Employment Opportunity Outreach Program as described in SDMC sections

22.2701 through 22.2708. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City's Equal Employment Opportunity Outreach Program requirements. Nothing in this Section shall be interpreted to hold Contractor liable for any discriminatory practice of its subcontractors.

- b) Non-Discrimination Clause: Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, Contractors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors, Contractors, and suppliers shall contain this language.
 - c) Compliance Investigations: Upon the City's request, Contractor agrees to provide to the City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, Contractors and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance as described in SDMC sections 22.3501 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of said Nondiscrimination in Contracting Ordinance.
- 6.4 Equal Benefits Ordinance. The City contracts only with contractors offering the same employment benefits to employees with spouses and employees with domestic partners. Contractor agrees to comply with SDMC sections 22.4301 through 22.4308.
- 6.5 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

EXHIBIT 3



Year 1 Year 2 Year 3 Year 4 Year 5

Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates		EOL Date	Price												
				From	To														
12320	Symphony Web Services SirsiDynix Symphony Software Renewal		1	9/1/2013	8/31/2014		0.00 0.00												
11432	SIP2 License when purchased with ITG EnvisionWare Software Renewal of Other SirsiDynix Products		1	9/1/2013	8/31/2014		197.51 197.51												
10472	Microsoft SQL Server Base License Third Party Software Renewal		1	9/1/2013	8/31/2014		0.00 0.00												
11419	Director's Station .Net Charting License		2	9/1/2013	8/31/2014		0.00												
10463	Director's Station Band 4; Directors' Station up to 10 users		1	9/1/2013	8/31/2014		0.00												
11398	Director's Station server hosting, Level 1 Integrated products Renewal		1	9/1/2013	8/31/2014		7,875.00 7,875.00												
10382	Enriched Content Basic Public Subscriptions (Per 1000) Third Party Subscription Renewal		1	9/1/2013	8/31/2014		24,951.47 24,951.47												
10466	Director's Station LVL1 User Subscription (Annual Fee) Subscription Renewal for Other SirsiDynix Products		1	9/1/2013	8/31/2014		5,486.25 5,486.25												
10808	Unicorn SaaS Universal SIP2		1	9/1/2013	8/31/2014		4,114.69												
10806	Unicorn SaaS Universal NCIP		1	9/1/2013	8/31/2014		5,486.25												
M-2745	Unicorn SaaS Annual Base Package Fee SirsiDynix Symphony Cloud Subscription Renewal		1	9/1/2013	8/31/2014		153,995.55 162,996.49												
12855	SirsiDynix Enterprise, SaaS Annual Subscription Subscription Renewal for Enterprise		1	9/1/2013	8/31/2014		0.00 0.00												
M-2732	SmartSOURCE Network Access		1	9/1/2013	8/31/2014		8,229.38												
10535	Data Services - Authority Annual Subscription - Monthly		1	9/1/2013	8/31/2014		3,291.75												
M-0730	API Annual Software License Kit		1	9/1/2013	8/31/2014		3,291.75												
M-0730	API Annual Software License Kit Additional Stud Subscription for Recurring Data Services		1	9/1/2013	8/31/2014		3,840.38 11,521.13												
12854	SirsiDynix Social Library Subscription Renewal for Social Library		1	9/1/2013	8/31/2014		0.00												
Symphony SaaS Annual Base Package							153,395.55	157,844.02	162,421.50	167,131.72	171,978.54	176,965.92							
SaaS Universal SIP2							4,114.69	4,234.02	4,356.80	4,483.15	4,613.16	4,746.94							
SaaS Universal NCIP							5,486.25	5,645.35	5,809.07	5,977.53	6,150.88	6,329.25							
SaaS Enterprise *							0.00	0.00											
SmartSource Network Access							8,229.38	8,468.03	8,713.60	8,966.30	9,226.32	9,499.89							
Data Services Authority Control Monthly							3,291.75	3,387.21	3,485.44	3,586.52	3,690.53	3,797.55							
API Annual Software License **							3,291.75	0.00											
API Additional Student							3,840.38	0.00											
Web Services SDK ***							0.00	0.00											
Social Library							0.00	0.00											
Director's Station							7,875.00	8,103.38	8,338.37	8,580.19	8,829.01	9,085.05							
Director's Station LVL1 User							5,486.25	5,645.35	5,809.07	5,977.53	6,150.88	6,329.25							
Microsoft SQL License							0.00	0.00											
Enriched Content							24,951.47	25,675.06	26,419.64	27,185.81	27,974.20	28,785.45							
SIP2 License for self check							197.51	203.24	209.13	215.20	221.44	227.86							
Mobile Circ								9,500.00	9,780.00	10,060.00	10,350.00	10,650.00							
Platinum Premier****								2,353.00	2,421.24	2,491.45	2,563.71	2,638.05							
Installation and Training Mobile Circ								850.00	0.00										
5 Year LTA cap rate = 2.9%													1.029						
								231,908.66	237,763.86	244,655.39	251,748.66	259,049.22							

* Enterprise provided at no charge for agreement to not go to RFP
 ** API charges will be subsumed into Platinum Premier
 *** Web Services Internal use SDK included in Platinum Premier
 **** List Price for Platinum Premier is \$22,253. This quote applies a discount on new software comparable with

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

Revised
 CC 300007291
 ORIGINATING DEPT. NO. 1713

HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

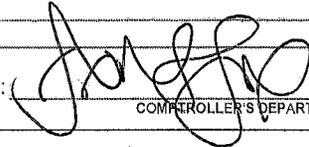
I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$231,909.00

Vendor: SirsiDynix

Purpose: To approve a cooperative procurement agreement between the Library Department and SirsiDynix for Integrated Library System (ILS) services.

Date: October 20, 2014

By: 
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
01	100000				513002	1713	171300001		\$231,909.00
TOTAL AMOUNT									\$231,909.00

FUND OVERRIDE



Item Number	Item Description	Serial Number	Qty	Coverage Effective Dates		EOL Date	Price							
				From	To			Year 1	Year 2	Year 3	Year 4	Year 5		
12320	Symphony Web Services SirsiDynix Symphony Software Renewal		1	9/1/2013	8/31/2014		0.00							
11432	SIP2 License when purchased with ITG EnvisionWare Software Renewal of Other SirsiDynix Products		1	9/1/2013	8/31/2014		197.51							
10472	Microsoft SQL Server Base License Third Party Software Renewal		1	9/1/2013	8/31/2014		0.00							
11419	Director's Station .Net Charting License		2	9/1/2013	8/31/2014		0.00							
10463	Director's Station Band 4: Directors' Station up to 10 users		1	9/1/2013	8/31/2014		0.00							
11398	Director's Station server hosting, Level 1 Integrated Products Renewal		1	9/1/2013	8/31/2014		7,875.00							
10382	Enriched Content Basic Public Subscriptions (Per 1000) Third Party Subscription Renewal		1	9/1/2013	8/31/2014		24,951.47							
10466	Director's Station LVL1 User Subscription (Annual Fee) Subscription Renewal for Other SirsiDynix Products		1	9/1/2013	8/31/2014		5,486.25							
10808	Unicorn SaaS Universal SIP2		1	9/1/2013	8/31/2014		4,114.69							
10806	Unicorn SaaS Universal NCIP		1	9/1/2013	8/31/2014		5,486.25							
M-2745	Unicorn SaaS Annual Base Package Fee SirsiDynix Symphony Cloud Subscription Renewal		1	9/1/2013	8/31/2014		153,395.55							
12855	SirsiDynix Enterprise, SaaS Annual Subscription Subscription Renewal for Enterprise		1	9/1/2013	8/31/2014		0.00							
M-2732	SmartSOURCE Network Access		1	9/1/2013	8/31/2014		8,229.38							
10535	Data Services - Authority Annual Subscription - Monthly		1	9/1/2013	8/31/2014		3,291.75							
M-0730	API Annual Software License Kit		1	9/1/2013	8/31/2014		3,291.75							
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12854	SirsiDynix Social Library Subscription Renewal for Social Library		1	9/1/2013	8/31/2014		0.00							
								Year 1	Year 2	Year 3	Year 4	Year 5		
Symphony SaaS Annual Base Package							153,395.55	157,844.02	162,421.50	167,131.72	171,978.54	176,965.92		
SaaS Universal SIP2							4,114.69	4,234.02	4,356.80	4,483.15	4,613.16	4,746.94		
SaaS Universal NCIP							5,486.25	5,645.35	5,809.07	5,977.53	6,150.88	6,329.25		
SaaS Enterprise *							0.00	0.00						
SmartSource Network Access							8,229.38	8,468.03	8,713.60	8,966.30	9,226.32	9,493.89		
Data Services Authority Control Monthly							3,291.75	3,387.21	3,485.44	3,586.52	3,690.53	3,797.55		
API Annual Software License **							3,291.75	0.00						
API Additional Student							3,840.38	0.00						
Web Services SDK ***							0.00	0.00						
Social Library							0.00	0.00						
Director's Station							7,875.00	8,103.38	8,338.37	8,580.19	8,829.01	9,085.05		
Director's Station LVL1 User							5,486.25	5,645.35	5,809.07	5,977.53	6,150.88	6,329.25		
Microsoft SQL License							0.00	0.00						
Enriched Content							24,951.47	25,675.06	26,419.64	27,185.81	27,974.20	28,785.45		
SIP2 License for self check							197.51	203.24	209.13	215.20	221.44	227.86		
Mobile Circ								9,500.00	9,780.00	10,060.00	10,350.00	10,650.00		
Platinum Premier****								2,353.00	2,421.24	2,491.45	2,563.71	2,638.05		
Installation and Training Mobile Circ								850.00	0.00					
							231,908.66	237,763.86	244,655.39	251,748.66	259,049.22	1,225,125.78		

5 Year LTA cap rate = 2.9%

1.029

* Enterprise provided at no charge for agreement to not go to RFP

** API charges will be subsumed into Platinum Premier

*** Web Services intenal use SDK included in Platinum Premier

**** List Price for Platinum Premier is \$22,253. This quote applies a discount on new software comparable wit



AMENDMENT TO AGREEMENT(S)
with
SAN DIEGO DATA PROCESSING CORPORATION FOR SAN DIEGO PUBLIC LIBRARY

This amendment ("Amendment") is made by and between San Diego Data Processing Corporation for San Diego Public Library, Global Customer number 322402 ("Customer"), and Sirsi Corporation dba SirsiDynix ("SirsiDynix").

Whereas the parties have entered a(n) Sirsi.net License Agreement with an effective date of 3/6/2007, as may have been subsequently amended from time to time (hereinafter referred to as the "Agreement");

Whereas the parties hereto wish to amend certain terms of the Agreement, now therefore, for good and valuable consideration the receipt of which is hereby acknowledged, SirsiDynix and Customer agree as follows:

1. Definitions.

For purposes of this Amendment and attached Quote, the following terms shall have the meaning set forth herein:

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access to through SirsiDynix on a subscription basis.

"License Metrics" means the limitation on the usage of each of the Software or SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation, users, students, seats, reports, and the like.

"Maintenance" means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at:

http://clientcare.sirsidynix.com/index.php?goto=Knowledge&docs&pid=1&kcat_id=59&hilite=946.

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

"SaaS Services" means the provision of (i) Software as a service (SaaS) hosted by SirsiDynix from a server farm that is comprised of application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"Software" means the SirsiDynix Software and Third Party Software.

"System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

"Third Party Software and Products" means content and software including Documentation and Updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix on a pass-through or OEM basis pursuant to the terms of the EULA.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this Amendment.

2. Amendments.

The parties agree to amend the Agreement as follows:

All Clauses in the Agreement referencing a set Term and/or Termination date are hereby superseded by the following:

Term and Renewal. Maintenance and/or SaaS services (collectively "Services") starts on 9/1/2012 and continues, subject to State Statutes, through the expiration of the initial term set forth in the attached Quote ("Initial Term"). Following the end of the Initial Term, the special price cap herein shall expire and Services may be renewed for successive periods of at least one year each, upon mutual agreement of the parties ("Renewal Term"). This agreement may be in the form of formal written amendment, signed by both parties, or may be evidenced by the issuance to Customer of an invoice by SirsiDynix, and Customer's subsequent payment thereof. If Customer chooses to not renew Maintenance or SaaS Services, Customer must give written notice to SirsiDynix no less than 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate Services. Written notice shall be given to legal@sirsidynix.com or by registered mail to SirsiDynix Technology Centre - Legal Dept., 3300 N. Ashton Blvd. - Ste 500, Lehi, UT 84043.

Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Quote, provided however that with respect to Third Party Software, SirsiDynix's obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such software.

SirsiDynix Onsite to SaaS Services Migration. If Customer is currently running an onsite SirsiDynix System, Customer may have its System migrated to SaaS Services at any time during the Initial Term or any Renewal Term. Customer shall be responsible for the mutually agreed upon fees for such migration, which shall be quoted at the time of request. The initial term for the SaaS Services shall be at least the remainder of the then-current Term of this Agreement.

In the event Customer chooses to migrate to a SaaS environment, SirsiDynix shall continue to invoice the full annual Maintenance for Customer's existing onsite system. As of the date of initial live use of the SaaS Services, SirsiDynix shall invoice the full one-time migration and first year's recurring fees for the SaaS System while at the same time issuing a pro-rated credit for any unused onsite Maintenance fees.

Customer Initial and Date: [Signature] 12-19-2011

Confidential



Third Party Software and Products. SirsiDynix may add and/or substitute functionally equivalent products for any Third Party Products in the event of product unavailability, end-of-life, or changes to software requirements. Use of the Third Party Software and Products subject to all terms and conditions of the applicable Third Party EULA and SirsiDynix makes no warranty with respect to such. Customer's sole remedy with respect to such shall be pursuant to the original licensor's warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software and Products are made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

Use. Software and/or Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote, or the License Metrics specified in the current Agreement between the parties if no License Metrics are specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The Services for added License Metrics shall terminate on the same date as the pre-existing Services. Fees are based on Software and/or Services and License Metrics purchased and not actual usage.

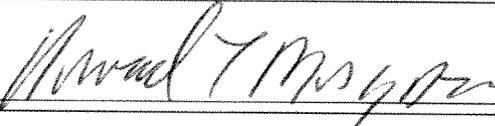
Unless expressly amended in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

If the foregoing correctly sets forth your understanding of your agreement with respect to the matters treated above, please indicate your acceptance and approval below and return either a PDF or a fax of the signed document to legal@sirsidyndix.com or 801-223-5561; with original to follow to SirsiDynix Technology Centre – Legal Dept., 3300 N. Ashton Blvd. – Ste 500, Lehi, UT 84043.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument. PDF documents and facsimile transactions shall be considered and have the same effect as originals.

The Effective Date of this Amendment shall be the date of the last signature below ("Effective Date").

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

San Diego Data Processing Corporation for San Diego Public Library 5975 Santa Fe St. Attn: Accounts Payable San Diego, California 92109	SirsiDynix SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Ste 500 Lehi, UT 84043
Sign: 	DocuSigned by:  Sign: 7B16DAB3F7184E6
Print Name: <u>Larry Morgan</u>	Print Name: _____
Title: <u>Executive Director</u>	Title: <u>CFO</u>
Date: <u>December 19, 2011</u>	Date: <u>Dec-19-2011 12:23 PT</u>

At Will Addendum

This Addendum ("**Addendum**") is entered into between Sirsi Corporation dba SirsiDynix ("**SirsiDynix**") and the customer listed in the signature block on the signature page of this Amendment. ("**Customer**"). The provisions of the Agreement ("**Agreement**"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("**Effective Date**").

The above parties agree to the following:

1. **Definitions:** "Initial Term" and "Renewal Term" are defined in this addendum as they are in the Perpetual Software License and Maintenance Schedule and/or the SaaS Services Schedule as they refer to their respective services.
2. **Fees:** Customer acknowledges that, based on Customer's willingness to enter into this Amendment for the term specified in the Quote, SirsiDynix has provided Customer with Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services, as identified in the Quote for the Initial Term or Renewal Term(s) of the Services (each referred to individually as a "Term"), based on the length of the Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to

SirsiDynix in the event of early termination of a recurring Service ("Terminated Service") by Customer, other than due to breach by SirsiDynix, which becomes effective upon any date prior to the end of the last year of the then-current Term. Such fee shall be equal to the remaining value of the then-current Term of the Services. Customer agrees that damages suffered by SirsiDynix in the event of early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any early termination of the Services. Customer shall notify SirsiDynix in writing of its intent to terminate such Services not less than ninety (90) days prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year Services fees paid.

*****END OF AT-WILL ADDENDUM*****

Customer Initial and Date: JMC 12-19-2011

Long Term Maintenance/SaaS Services Price Addendum for SAN DIEGO DATA PROCESSING CORPORATION FOR SAN DIEGO PUBLIC LIBRARY

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Agreement ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

Initial Term of Maintenance or SaaS Services: Two (2) years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 5% thru yr two; year three may renew at 5% upon mutual agreement per the terms of this Agreement

Fees for the Initial Term are due annually in advance on 1 September.

The above price increase cap covers all Customer's active assets on Maintenance, however, the above quoted Initial Term price is guaranteed only for SirsiDynix products or services. Third Party/integrated product/service fees may, at the discretion of the Third Party, increase more than the above noted Initial Term pricing and shall be increased accordingly by SirsiDynix. SirsiDynix reserves the right to adjust Initial Term pricing in regards to vendor increases of Third Party/integrated products/services.

The amounts in the following table reflect annual fees for Customer's system as of the effective date of this Amendment. Amounts are for baseline informational purposes only and are subject to change with future changes to the system such as the purchase of license expansion, additional subscriptions, sites, modules, etc.

Product/Service	Year 1	Year 2	Year 3
Core/SIP2/NCIP	\$148,715	\$156,151	\$163,958
Enterprise	\$4,500	-	-
FaceBook App	\$3,500	-	-
Director's Station	\$12,500	\$13,125	\$13,781
API Subscription	\$6,500	\$6,825	\$7,166
Data Services – Authority	\$3,000	\$3,150	\$3,308
Smart Source	\$7,500	\$7,875	\$8,269
Enriched Content	\$23,763	\$24,951	\$26,199
Total	\$209,978	\$212,077	\$222,681

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer Initial and Date: JPC 12-19-2011



Proposal for:

San Diego Public Library

Enterprise and Facebook

Prepared by:

Dave Noll
Field Sales Consultant, West
Region
SirsiDynix

Summary of Pricing

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

Component	Price	2nd Year Amount
SirsiDynix Symphony SaaS subscription	3,500	
Enterprise	4,500	
QUOTE TOTAL	8,000	

Quote date: December 15, 2011

Quote valid until: March 14, 2012

Prices and products presented here are valid until March 14, 2012. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (801) 765-6550

UK: +44 (0) 1923 431847

Australia: +61 3 9678 9163

Germany: +49 (0) 30 / 88 70 6 12 00

This quote is hereby fully incorporated into the Master Agreement and Schedules

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

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Detailed Pricing

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

Component	Price
SirsiDynix Symphony SaaS subscription	3,500
SirsiDynix Facebook App	
Enterprise	4,500
SaaS Enterprise Annual Subscription	
Installation and Training	
QUOTE TOTAL	8,000

This quote is hereby fully incorporated into the Master Agreement and Schedules

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Component Descriptions

SirsiDynix Symphony SaaS subscription

SirsiDynix Facebook App

MyLibrary Search - Facebook App A native Facebook application that provides the features and functionality of Facebook: Like, Share, and invites into the Library experience from the Library's home Facebook page. Patrons will be able to perform multiple OPAC actions: access the catalogue search, login, place holds, save to MyList, view MyAccount data, pay fines and fees.

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts.

Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to:

- Create Enterprise admin user accounts
- Manage search profiles and search result displays
- Look up and blacklist search suggestions
- Crawl website information for use in result lists
- Dictate scheduled tasks for indexing ILS data

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to:

- Use "Did you mean?" and other search suggestions
- Limit search results by item library, item type, or other search facets
- Utilize email and print options
- Check item availability as well as place hold requests
- Write a patron review

Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to:

- Create new rooms and Edit existing rooms
- Hide and display rooms
- Manage the availability of rooms to a Profile
- Understand and edit room properties including choosing layouts
- Select Search Targets and Search Limits for a room
- Edit and create content for a room
- Detach and attach rooms and branches

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Component Descriptions

SirsiDynix Enterprise Project Management

Project Management Services for the implementation of SirsiDynix Enterprise

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Quote for San Diego Public Library

Reference number 47417

Contact Information

Quote Information

Client name	San Diego Public Library
Quote reference number	47417
Quote date	December 15, 2011
Quote valid until	March 14, 2012
License agreement number	

Client Information

Contact

Name	Janice Wilhelm
Address	5975 Santa Fe St. Attn: Accounts Payable San Diego California 92109 United States
Email	jwilhelm@sandiego.gov
Phone	(619) 238-6634
Fax	(858) 581-9606

Billing

Name	Janice Wilhelm
Address	5975 Santa Fe St. Attn: Accounts Payable San Diego California 92109 United States
Email	jwilhelm@sandiego.gov
Phone	(619) 238-6634
Fax	(858) 581-9606

Shipping

Name	Janice Wilhelm
Address	5975 Santa Fe St. Attn: Accounts Payable San Diego California 92109 United States
Email	jwilhelm@sandiego.gov
Phone	(619) 238-6634
Fax	(858) 581-9606

SirsiDynix Information

Sales Rep	Dave Noll Field Sales Consultant, West Region
Email	david.noll@sirsidynix.com
Address	29340 Eagle Dr Murrieta CA 92563
Phone	(800)288-8020
Fax	

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Terms and Conditions

Other Terms

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Fees and Payment Terms

The term of any quoted subscriptions is for no less than three (3) years from the date of initial use of the subscription. Subscriptions shall be paid in advance and early termination of any quoted subscription for any reason will incur a reassessment fee of the full amount of the discount on the Quote of the subscription received by the customer plus interest. Reassessment amount will be due within thirty (30) days of the date of early termination. All subscriptions auto-renew annually after the initial three (3) year term unless sixty (60) days prior to termination notice is received in writing to legal@sirsidyndix.com or to Legal Dept. SirsiDynix Technology Center 3300 North Ashton Boulevard, Suite 500, Lehi, UT 84043.

The Initial Term of maintenance and support is no less than three (3) years, and shall commence on the Go Live Date, to be paid in 12-month installments in advance and shall automatically renew for the length of the Initial Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

SirsiDynix Software license fees

- 100% SirsiDynix Enterprise license and subscription fees is due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the effective date of the contract date.
- 100% (excluding SirsiDynix Enterprise license and subscription fees) due upon installation of client SirsiDynix Software on Customer's system

Support/Maintenance fees

- 100% of first year's Support due at installation of Software

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

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Terms and Conditions

Signatures

San Diego Data Processing Corporation for
San Diego Public Library

By:



(Authorized Signature)

Printed Name: Larry Morgan

Title: Executive Director

Date: December 19, 2011

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

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THE CITY OF SAN DIEGO

MEMORANDUM

DATE: June 20, 2014

TO: Dennis Gakunga, Director, Purchasing & Contracting

FROM: Kristina Peralta, Program Manager, Purchasing & Contracting

SUBJECT: Request for a Cooperative Procurement Contract under San Diego Municipal Code Section 22.3208(d) - City of Carlsbad with SirsiDynix for Integrated Library Systems

This memorandum is to certify that the requirements of San Diego Municipal Code (SDMC) section 22.3208(d) are met and that the City of San Diego (City) will award a contract to SirsiDynix in accordance with the specifications outlined in the Request for Proposal (RFP) issued by the City of Carlsbad for an Integrated Library System(ILS) for their Public Library.

SirsiDynix offers software as a service (SaaS) and the San Diego Public Library is fully integrated in this software, to continue service without disruption to staff and customers, this cooperative agreement allows for seamless continuation of service with software improvements and service enhancements.

SDMC section 22.3208(d) authorizes the Purchasing Agent, on behalf of the City, to enter into a cooperative procurement contract with a vendor who has been awarded a contract by another agency without advertisement or competitive process provided that:

1. The Purchasing Agent certifies in writing that the cooperative contract is in the best interests of the City;
2. The cooperative procurement is to the City's economic advantage; and
3. The agency's bidding process substantially complies with the City's competitive bidding requirements.

The Agreement meets the requirements of SDMC section 22.3208(d) as described below.

1. **The Agreement is in the City's Best Interests:**

- The vendor base for SaaS delivery of this type of product is limited. Market consolidation over the past few years has created an environment where limited companies can compete when a library is completely integrated in a vendor's system. A competitive process for this commodity would not have produced savings at a significant margin over the contracted rates provided in the Carlsbad solicitation.
- The San Diego Public Library's 36 service locations are linked into one integrated

system. In continuing service with SirsiDynix, additional costs associated with staff training and software configuration are avoided. Additionally, introduction of a new integrated software solution would impact patrons Citywide.

- P&C conducted an evaluation of the Request for Proposals (RFP) and bid responses from the City of Carlsbad for this solicitation. The City of Carlsbad uses a Best Value Evaluation process to determine award. Vendor responses were reviewed and evaluations were concluded based on the following criteria:
 - General Functionality
 - Acquisitions
 - Cataloging
 - Circulation
 - Inventory Control
 - Public Interface (ease)
 - Serial systems
 - Financial Processing
 - Web services
 - Vendor Stability
 - Cost
- Based on the evaluation, the City concluded that the use of a cooperative agreement is the best methodology to secure software as a service for the San Diego Public Library.
- The City determined that the Agreement is in the best interest of the City as it will allow for continuance of service, provide set pricing for the term of the contract, and allows for the continuous and uninterrupted departmental operations for City employees and Library patrons.

2. The Agreement is to the City's Economic Advantage:

- The City of Carlsbad contract was written with the intent to find the best solution for public agencies utilizing integrated software solutions for their libraries. A clause in the agreement specifically allows agencies the option to cooperatively access terms and rates.
- This is a fixed price contract for each term year for the duration of the contract.

3. The Competitive Bidding Process used to award the Agreement Substantially Complies with the City's Process:

P&C reviewed and verified that the following solicitation process was used for this agreement:

Advertising: The Request for Proposal for Integrated Library Systems was advertised on the City

of Carlsbad's website on 12/04/2012 as well as their e-procurement system eBidBoard. The RFP responses were due on 01/24/2013.

Consistent with San Diego Charter Section 100, the Purchasing Agent confirmed that the City of Carlsbad awarded the contract after completing a comprehensive, fair, and objective Request for Proposal bidding and evaluation process. The City of Carlsbad awarded the contract to SirsiDynix.

Summary of Evaluation Process:

The Proposals were evaluated over a two-week period, by an evaluation team from the City of Carlsbad, based on the criteria contained in the RFP, which include, but is not limited to, the following:

- Proven experience in the industry
- Vendor stability
- General functionality, acquisitions, cataloging, circulation, inventory control
- Pricing
- Completeness of proposal package
- Third party interfaces and web services – including security

Average scores for each area evaluated were totaled to receive each vendor's final score. The three (3) highest scored vendor's were invited to provide a presentation. During the presentation, the highest scored vendor was found to be lacking the amount of experience with a hosted ILS solution as required in the RFP. They were ultimately eliminated from consideration and the contract was awarded to the next highest scoring vendor, SirsiDynix.

Based on the foregoing, I certify that the requirements of SDMC Section 22.3208(d) are met. The request to award a contract to SirsiDynix through a cooperative procurement contract is approved.



Dennis Sakunga
Director, Purchasing & Contracting

6/20/2014

Date

cc: File

MASTER AGREEMENT BETWEEN CARLSBAD CITY LIBRARY AND SIRSIDYNIX

1. PURPOSE AND SCOPE

1.1 Parties and Effective Date. This Master Agreement (the "Master Agreement") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

1.2 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

1.3 Incorporation of Quotes and Other Documents. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing. Other documents attached as reference to the Master Agreement include, but are not limited to the following:

- SirsiDynix Response to Carlsbad City Library RFP for Integrated Library Automation System
- SirsiDynix Response to Carlsbad City Library Clarification Questions
- SirsiDynix Disaster Recovery Sales Overview for US SaaS Operations 2012

1.4 Not used.

1.5 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement.

2. PRODUCTS USE RIGHTS; TITLE

2.1 Generally. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2.2.1 Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, non-transferable and perpetual (subject to SirsiDynix termination rights pursuant to this Master Agreement) license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of

the Software and inform SirsiDynix in writing of such upon request. **2.2.2** Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. **2.2.3** Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

2.3.1 Subscriptions. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. **2.3.2** Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. **2.3.3** Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. **2.3.4** Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's

Customer Initial and Date: GTB 8/29/13



use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, upon notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix and the City mutually agree that such user has violated these terms and conditions. **2.3.5** The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. **2.3.6** In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

2.4.1 Services. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. **2.4.2** Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in MARC standard format or delimited ASCII format. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

2.5. Software Maintenance. **2.5.1** Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. **2.5.2** Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. **2.5.3** SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. **2.5.4** For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future versions/releases. **2.5.5** If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. **2.5.6** If an Error was corrected or is not present in a more current version of the Product, SirsiDynix shall have no obligation to correct such Errors in prior versions of the Software. **2.5.7** Fees for Maintenance Services do not include implementation, training and other Professional Services. **2.5.8** It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable

Customer to effectively use the Software. **2.5.9** In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 105% of the aggregate Maintenance fee that would have been payable during the period of lapse. **2.5.10** For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous version upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

2.6.1 Hardware and Hardware Maintenance. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. **2.6.2** SirsiDynix does not provide support for Hardware unless Customer purchases any available Maintenance associated with such Hardware. Such Hardware Maintenance may be provided through a third party.

2.7 License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

2.8 Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Software and Subscriptions. Customer may develop itself or through its agents derivative works from the Software and Subscriptions so long as 1) Customer retains sole and exclusive ownership and all rights, title, and interest in such derivative works and 2) such derivative works are only used for Customer's internal business purposes in conjunction with SirsiDynix Software currently licensed to Customer. Customer may not distribute any derivative works developed by Customer or Customer's agent, including Intellectual Property embodied or associated with derivative works; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

2.9 Restrictions. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v)

Customer Initial and Date: GJB 8/29/13

modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

2.10 Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Notwithstanding Customer's ownership of Customer Data, at the end of the Term SirsiDynix shall only be obligated to provide to Customer extractable Customer Data at no additional charge in a supported MARC and/or ASCII delimited format. For purposes of improving the functionality of the software, SirsiDynix shall have the right to aggregate only non-personally identifiable data from the Customer Data and shall not retain any personally identifiable Customer Data beyond termination of the Agreement.

2.11 License Grant by Customer. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

2.12 Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

3. FINANCIAL TERMS

3.1.1 Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Invoices become past due 30 days after the invoice date. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon twenty (20) days written notice to Customer. **3.1.2** Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

3.2 Taxes. Appropriate sales tax, if any, will be included on the invoice.

3.3 No Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

4. CONFIDENTIALITY

4.1 Non-Disclosure. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

4.2 Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and

further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

5. PRIVACY

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information. SirsiDynix agrees to notify Customer if unauthorized access of personal information has been identified. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law. If such dissemination is required by law, SirsiDynix agrees to inform Customer prior to any such dissemination if permitted by law.

6. INDEMNIFICATION

6.1.1 By SirsiDynix. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix.

6.1.2 SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. **6.1.3** If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. **THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.** **6.1.4 Insurance.** SirsiDynix will provide general liability insurance to cover damage and/or injury to property and/or persons caused by personnel acting in performance of SirsiDynix contractual obligations. Contractor will obtain and maintain policies of commercial general liability insurance, automobile liability insurance, a combined policy of workers' compensation, employer's liability insurance, and professional liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A-:VII OR with a surplus line insurer on the State of California's List of Eligible Surplus Line Insurers (LESLI) with a rating in the latest Best's Key Rating Guide of at least "A:X", in an amount of not less than one million dollars (\$1,000,000) each, unless otherwise authorized and approved by the Customer. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims made coverage. The insurance will be in force during the life of this Master Agreement and will not be canceled without thirty (30) days prior written notice to the Customer by certified mail. Customer will be named as an additional insured on General Liability. Contractor will furnish certificates of insurance to the Contract Department, with endorsements to Customer prior to Customer's execution of this Master Agreement. SirsiDynix will, upon request, name the Customer (City of Carlsbad) as additional insured on a Certificate of Insurance.

6.2 By Customer. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection

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with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

7. WARRANTIES; REMEDIES; DISCLAIMERS

7.1 SirsiDynix Voice Automation Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Voice Automation Software, as updated by SirsiDynix and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Voice Automation Software license and Customer will be entitled to a pro-rata adjustment in the fees paid for the affected SirsiDynix Voice Automation Software.

7.2 SirsiDynix Subscriptions. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

7.3 Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected versions of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

7.4 Third Party Products. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

7.5 Hardware. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE HARDWARE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

7.6 Disclaimers. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR

THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.2 IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION IS DISCOVERED OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

9. TERM AND TERMINATION

9.1 Term of Master Agreement. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless otherwise terminated earlier as provided hereunder.

9.2 Product and Services Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote ("Initial Term"). The Master Agreement may be renewed as specified in the Quote. The Initial Term and renewal terms are referred to as the "Term".

9.3.1 Termination. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement. Either party may also terminate the Master Agreement for any reason upon 90 days written notice to the other party. **9.3.2** Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished. **9.3.3 Early Termination Fee.** Customer agrees to pay a fee to SirsiDynix in the event of early termination, which becomes effective upon any date prior to the end of the current Master Agreement year. Such fee shall be equal to 40% of

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remaining value of the then-current Term of the Products or Services, as applicable. Customer agrees that damages suffered by SirsiDynix in the event of such early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any such early termination. Customer shall notify SirsiDynix in writing of its intent to terminate early not less than ninety (90) days prior to the date of early termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year fees paid.

9.4. Suspension. SirsiDynix will be entitled to suspend any or all performance upon 20 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems.

10. GENERAL PROVISIONS

10.1 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

10.2 Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

10.3 Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access.

10.4 Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

10.5 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.6 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

10.7 Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public

marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

10.8 Compliance. During the term of this Master Agreement, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products related to usage in excess of 1,750,000 items circulated per agreement year. Customer agrees to pay \$55 in annual maintenance and \$150 in one-time license fees per 1,000 items that exceed the 1,750,000 items circulated License Metric.

10.9 Notices. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at the current Library & Cultural Arts Director's email as available on the Customer's website, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.10 Relationship. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.11 Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.12 Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

10.13 No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

10.14 Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

10.15 Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

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10.16 Governing Law and Venue. Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

10.17 Application of Laws. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

10.18 Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

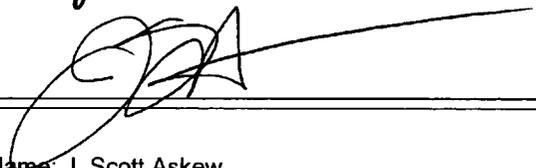
10.19 Headings and Drafting. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The

Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

10.20 Dispute Resolution. If a dispute should arise regarding the performance under the Master Agreement the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of SirsiDynix or Customer will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to a third party arbitrator mutually agreeable to both parties. The third party arbitrator will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the third party arbitrator will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

END OF MASTER AGREEMENT

The individuals executing this Master Agreement and the instruments referenced in it on behalf of SirsiDynix each represent and warrant that they have the legal power, right and actual authority to bind SirsiDynix to the terms and conditions of this Master Agreement.

City of Carlsbad 1635 Faraday Ave. Carlsbad, California 92008-7314	Sirsi Corporation SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Suite 500 Lehi, UT 84043
Sign: 	Sign: 
Print Name: <u>GARY T. BARBERO</u>	Print Name: <u>William Davison, Jr.</u>
Title: <u>City Manager or designee</u>	Title: <u>CEO</u>
Date: <u>8/29/13</u>	Date: <u>August 27, 2013</u>
Approved as to Form	
Sign: 	Sign: 
Print Name: <u>Celia A. Brewer</u> <u>Jane Mcbaldi</u>	Print Name: <u>J. Scott Askew</u>
Title: <u>City Attorney</u> <u>Asst City Attorney</u>	Title: <u>Secretary</u>
Date: _____	Date: <u>August 27, 2013</u>
Attest	
Sign: 	
Print Name: <u>Barbara Engleson</u>	
Title: <u>City Clerk</u>	

Date: 8/29/13



Customer Initial and Date: OTG 8/29/13



Exhibit A - DEFINITIONS

"Circulation" means the checkout of a physical or digital Library Item to a patron, or the renewal of a physical or digital Library Item.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"EULA" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Go Live Date" means the calendar date agreed upon in the Quote at which time the products will be substantially ready for operational use for normal daily business. Customer agrees that this date may be moved by SirsiDynix in the event of Customer-caused delay.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third

party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 93471) at <http://support.sirsidynix.com>.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"SirsiDynix Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Products" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

Customer Initial and Date: _____

GD 8/24/13



Quote for:

Carlsbad City Library

RFP Response

Prepared by:
John Taylor
Field Sales Consultant
SirsiDynix

Quote Date: December 19, 2012

Quote Valid Until: August 30, 2013

This quote is hereby fully incorporated into the Master Agreement.
SirsiDynix Copyright 2013 - All Rights Reserved

Quote Information

General

PORTFOLIO DATA MIGRATION

Data migration charges can only be estimated until a sample of data from your existing systems becomes available for analysis. This describes the work typical of a data migration into Portfolio for either MARC or XML record formats. \$5,600 has been allocated in the quote for 2 data loads based on the available information. Further discussion and analysis will be required before work can begin.

INPUT FROM CUSTOMER: Convert extracted text file to xml records for loading into Portfolio.

OPERATION: Data services will create an xml import file from a customer's extracted records in txt format. The library must return the mapping chart below the conversion of the Text file labels to their Dublin Core metadata fields. If multiple fields are mapped to the same Dublin Core fields they will be mapped to a single Dublin Core field with each tags data separated by a comma or semicolon. Each field in the exported ascii text file must be delimited by a character (i.e. comma, pipe, etc...) or a fixed length format. Other formats must be pre-approved. Documentation should also be supplied that defines each field in the exported ascii file.

The image file name must be specified in one of the fields exported. All of the images should be placed in one folder and compressed to a zip file.

Below is a list of the Dublin Core fields for mapping:

Text File Label	Dublin Core Field
	Title
	Creator
	Subject
	Description
	Publisher
	Contributor
	Date
	Type
	Format

- For indexing purposes, we recommend use of DiXML-recognized FORMAT values

Identifier Source Language

- For indexing purposes, we recommend ISO-639 values

Relation CoverageRights

LIMITS:

1. This product is for the conversion of the meta data record only. It must be purchased with "Data Services – Portfolio Digital Image Batch loading".
2. SirsiDynix will develop software specifications one time. After specifications have been agreed upon by both SirsiDynix and the Library, future changes may incur further charges
3. SirsiDynix is not writing a custom report to do this work, therefore, the customer will not be able to execute this work themselves on an ongoing basis.

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Quote Information

4. Work will ONLY done after a customer has a verified full system backup.
5. Remote 24/7 server access is required for the duration of the project. The sight may limit connectivity to the SirsiDynix Corporate VPN tunnel. SirsiDynix supports Remote Desktop and VNC for Windows systems. SirsiDynix support telnet and ssh access for Unix and Linux systems. Other connectivity methods could incur addition fees.

This project is not to exceed (hrs): 16
 Cost: \$2,800

INPUT FROM CUSTOMER: Convert MARC21 records to an xml file for loading into Portfolio.

OPERATION: Data services will create an xml import file from a customer's MARC21 export. The library must return the mapping chart below outlining the conversion of the MARC21 tags /subfields to their Dublin Core metadata fields. If multiple marc tags are mapped to the same Dublin Core fields they will be mapped to a single Dublin Core field with each tags data separated by a comma or semicolon.

The image name will be obtained from the 856 tag, unless another tag is specified. All of the images should be placed in one folder and compressed to a zip file.

MARC21 Tag	Subfield	Dublin Core Field
	Title	
	Creator	
	Subject	
	Description	
	Publisher	
	Contributor	
	Date	
	Type	
	Format	

- For indexing purposes, we recommend use of DiXML-recognized FORMAT values

Identifier Source Language

- For indexing purposes, we recommend ISO-639 values

Relation Coverage Rights

Note: <http://www.loc.gov/marc/marc2dc.html> can be a good resource while completing the mapping.

LIMITS:

1. This product is for the conversion of the meta data record only. It must be purchased with "Data Services – Portfolio Digital Image Batch loading".
2. SirsiDynix will develop software specifications one time. After specifications have been agreed upon by both SirsiDynix and the Library, future changes may incur further charges.
3. If the data exist in a current SirsiDynix product, the export of the data is

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Quote Information

included but specific instructions will need to be supplied to identify records to be extracted including linking information to the physical item.

4. SirsiDynix is not writing a custom report to do this work, therefore, the customer will not be able to execute this work themselves on an ongoing basis.

5. Work will ONLY done after a customer has a verified full system backup.

6. Remote 24/7 server access is required for the duration of the project. The sight may limit connectivity to the SirsiDynix Corporate VPN tunnel. SirsiDynix supports Remote Desktop and VNC for Windows systems. SirsiDynix support telnet and ssh access for Unix and Linux systems. Other connectivity methods could incur addition fees.

This project is not to exceed (hrs): 16

Cost: \$2,800

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Purchase Details (Extended)

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

Component	Year 1	Year 2	Year 3	Year 4	Year 5
SirsiDynix SaaS subscription	71,620	62,500	62,500	62,500	62,500
Services	35,750	-	-	-	-
Platinum Services	10,000	10,000	10,000	10,000	10,000
Enterprise	11,195	6,000	6,000	6,000	6,000
Portfolio	20,780	5,630	5,630	5,630	5,630
Enriched Content	9,352	9,770	9,770	9,770	9,770
Discount	(65,280)	-	-	-	-
Total	93,417	93,900	93,900	93,900	93,900

Initial Term of Maintenance and SaaS Services: Five (5) Years from the projected Go Live Date of June 1, 2014
Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 0% annual price increase cap until Term renewal

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.
 Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.
 This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

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

Component	Price
SirsiDynix SaaS subscription	71,620
SirsiDynix SMS Notification for Symphony SaaS - 100K Message Package	
SirsiDynix eResource Central Gateway Services - Annual Subscription	
SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription	
SirsiDynix eRC Connector for Overdrive - Annual Subscription	
SirsiDynix eRC Connector for Recorded Books - Annual Subscription	
SaaS 9xx	
SaaS Hosting Fee	
Services	35,750
Installation	
Consulting	
Training	
Platinum Services - Premier	10,000

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Detailed Pricing

Training

Unlimited access to online eLearning for a maximum of 30 users
 Electronic training documentation for customization
 Three distance training courses - Hands-On Lab or Instructor-Led
 20% discount on onsite, custom, or hands-on lab training

Best Practices and Custom Consulting

Dedicated Library Relationship Manager
 Annual review and account planning
 20 custom consulting hours
 SureSailing monthly
 20% discount on additional consulting hours

Customer Service and Support

Phone-based support: 24 x 7 for critical Level 1 issues
 Phone-based support: 24 x 5 for any questions or issues
 Weekend and evening upgrade support
 Priority call handling and resolution
 Remote system diagnostics and support
 Remote mobile device diagnostics and support
 Client Care Portal and Knowledge Base access
 5 authorized contacts that can call or open cases

APIs

Access to all SirsiDynix APIs and training

Data Enhancement Services

Update MARC records with full SmartSOURCE service
 Quarterly Authority update service
 Authority Processing 10% discount

Enterprise

11,195

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Detailed Pricing

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

Component	Price
SaaS Enterprise Annual Subscription Installation and Training	
Portfolio	20,780
SirsiDynix Portfolio, SaaS Annual Subscription - Up to 10K assets/100GB Disk Installation and Training	
Enriched Content	9,352
Enriched Content Basic Package Enriched Content Core Enhanced Public Subscription	
Discount	
Customer Loyalty Discount	(15,780)
Services Discount	(49,500)
Total Discount	(65,280)
QUOTE TOTAL	93,417

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Component Descriptions

SirsiDynix SaaS subscription

SirsiDynix SMS Notification for Symphony SaaS - 100K Message Package

Subscription to the SMS Notification feature requires your ILS system to be on SirsiDynix Symphony 3.4.1 Patch Cluster 1 or above. Up to 100,000 messages included per year. Additional messages used, if allowed, will be deducted from the subsequent subscription package purchased. Messages not used at annual renewal will be forfeit. You may change the subscribed package to increase or decrease the number of messages at annual renewal time.

SirsiDynix eResource Central Gateway Services - Annual Subscription

Minimum requirements: SirsiDynix Symphony 3.4.1 or Horizon 7.5.1 and above. eResource Central Gateway Services provides eBook integration which allows libraries to provide seamless access to all library resources via a single user interface. Open Library and Project Gutenberg content is available and included with this service.

SirsiDynix eRC Connector for Baker and Taylor - Annual Subscription

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the approved content of Baker and Taylor. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for Overdrive - Annual Subscription

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the approved content of Overdrive. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SirsiDynix eRC Connector for Recorded Books - Annual Subscription

The SirsiDynix eRC Connector provides access through SirsiDynix eResource Central Gateway Services to the approved content of Recorded Books. It does not include any 3rd Party fees which may be required by the Partner to use the content being accessed.

SaaS 9xx

9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems.

SaaS Hosting

Services

Installation:

Product Delivery

SirsiDynix SMS Notification Software Installation

SirsiDynix eRC Gateway Services Installation

Includes installation and configuration of SirsiDynix eResource Central Gateway Services and one eRC connector.

Add-On Module Software Installation

Activation of SirsiDynix Symphony/Unicorn add-on module as per specified. Price is per module.

Product Delivery - Enriched Content Element Installation

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Component Descriptions

Product Delivery - Enriched Content Code Installation

Project Management

Project Management - SirsiDynix SMS Notification

Project management for SirsiDynix SMS includes a dedicated project manager to guide you through the implementation of SirsiDynix SMS. This includes, scheduling and coordination of SirsiDynix resources, holding project progress calls (if needed) and helping with a smooth transition to SirsiDynix customer support after the project is complete.

Project Management - SirsiDynix eResource Central

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of 9xx Interface module either during an ILS Migration or as a standalone add on order for a current customer.

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of Enriched Content either during an ILS Migration or as a standalone add on order for a current customer.

Consulting:

SirsiDynix eRC Additional Connector Setup

Includes configuration of one SirsiDynix eResource Central connector.

Software Consulting Review (4 days on-site)

SirsiDynix 4 Day Software Consulting Review was created for libraries that have been on their existing software over a period of time to update staff on its current capabilities and latest features ensuring library staff use the software at maximum productivity and their patrons have access to the latest innovations. Examples of suggested sessions the library can request for the four days are: ½ day Pre-Upgrade Planning - Plan for libraries jumping multiple versions ½ day Integration specifications - Integrate other applications ½ day Post-Upgrade Assistance - Assistance with post-upgrade tasks 1 day New Staff Orientation - Personalized assistance for a new director, system administrator or department manager 1 day Upgrade Highlights - Overview of software enhancements for library staff ½ day New Products Overview - Update on exciting new products users and staff efficiency ½ day Staff Process Review - Analysis and recommendations for departmental workflow (per module) 1 day Policy Review - Streamlining policies for easier administration 1 day Data Review - Analysis of current data and formats and plans for change 1 day Report Review - Analysis and update of report setup 1 day User Interface Review - Review of options to enhance user experiences

Core Implementation (4 days on-site)

ILS Policy Profiling is designed to provide expert guidance to library project team members with setting up and configuring a comprehensive, yet concise, policy structure. A SirsiDynix consultant will work with the library project team during a two day on-site visit to review and complete an Excel spreadsheet containing local policy decisions. After test data load, the SirsiDynix consultant will conduct a series of distance sessions to review data as well as prepare the system for strategic functions such as standalone and notice generation for go-live. Travel expenses are included. Sessions not to exceed 50 hours.

Software Consulting Review (4 days on-site)

SirsiDynix 4 Day Software Consulting Review was created for libraries that have been on their existing software over a period of time to update staff on its current capabilities and latest features ensuring library staff use the software at maximum productivity and their patrons

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Component Descriptions

have access to the latest innovations. Examples of suggested sessions the library can request for the four days are: ½ day Pre-Upgrade Planning - Plan for libraries jumping multiple versions ½ day Integration specifications - Integrate other applications ½ day Post-Upgrade Assistance - Assistance with post-upgrade tasks 1 day New Staff Orientation - Personalized assistance for a new director, system administrator or department manager 1 day Upgrade Highlights - Overview of software enhancements for library staff ½ day New Products Overview - Update on exciting new products users and staff efficiency ½ day Staff Process Review - Analysis and recommendations for departmental workflow (per module) 1 day Policy Review - Streamlining policies for easier administration 1 day Data Review - Analysis of current data and formats and plans for change 1 day Report Review - Analysis and update of report setup 1 day User Interface Review - Review of options to enhance user experiences

Training:

Self-paced Training, SirsiDynix SMS Notification for Symphony

Learn to set up and send SMS notifications in batch or individually via SirsiDynix Symphony. This training is available in English only.

Acquisitions - MARC Order Loader/9XX

One seat in a group distance instructor-led course for Acquisitions: 9XX / MARC Order Loading. Learn to load orders placed directly with vendors into WorkFlows. After completing this course, you will be able to: • Identify and understand the steps needed to prepare for/MARC Order Loading/ 9XX. • Use the MARC Order Import Utility wizard. • Run the Load Bibs with Order Info report. • Run the Load Flat Order Records report.

Training - Instructor-Led, Private, SirsiDynix eResource Central

Eight seats in a Private distance instructor-led course for eResource Central.

Platinum Services

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to: ·Create Enterprise admin user accounts ·Manage search profiles and search result displays ·Look up and blacklist search suggestions ·Crawl website information for use in result lists ·Dictate scheduled tasks for indexing ILS data

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and

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Component Descriptions

maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to: • Use "Did you mean?" and other search suggestions • Limit search results by item library, item type, or other search facets • Utilize email and print options • Check item availability as well as place hold requests • Write a patron review

Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to: •Create new rooms and Edit existing rooms •Hide and display rooms •Manage the availability of rooms to a Profile •Understand and edit room properties including choosing layouts •Select Search Targets and Search Limits for a room •Edit and create content for a room •Detach and attach rooms and branches

Portfolio

SirsiDynix Portfolio, SaaS Annual Subscription - Up to 10K assets/100GB Disk

SirsiDynix Portfolio is a digital asset management solution that includes a state-of-the-art searching solution that empowers libraries to make their digital collections more searchable and discoverable than ever before. SirsiDynix Portfolio includes OAI-PMH capabilities, both as a server as well as a harvester. Also included is the ability to create metadata templates based on a wide range of digital media types, such a music, video, images, etc.

Portfolio Digital Image Batch Loading

Portfolio Digital Image Batch Loading

Custom Data Services *

Refer to the Additional Information - Custom Services for details.

SirsiDynix Portfolio Software Installation

Includes installation of SirsiDynix Portfolio in SirsiDynix SaaS facility or on the customer's local machine, installation of an ILS Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition; it includes the installation of Web Services for sites using SirsiDynix Symphony.

Portfolio SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Portfolio by addressing configuration issues like search limits, profiles, etc.

Portfolio Training, Group

One seat in a group distance instructor-led course for Portfolio. This class teaches participants how to create collections of assets such as PDFs, photographs, and other digital content. Participants will also learn how to import and export collections as well as define an indexing schedule for all media types. Managing templates for metadata entry will also be covered. By the end of the class, the participant will be able to: -Create a collection of assets manually using templates for metadata entry -Define security levels for collections -Display assets to the public using rooms functionality -Browse and search to find desired assets -Bulkload metadata and digital files

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Component Descriptions

using import utility -Export assets using export utility -Define templates for metadata entry -Set schedule for full-text indexing of all media types.

SirsiDynix Portfolio Project Management

Project Management Services for the implementation of SirsiDynix Portfolio

Enriched Content

Enriched Content Basic Package

Price is Per 1000 Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Cover Images, Author Notes, and reviews from Publisher's Weekly, Library Journal, School Library Journal, Booklist, Choice.

Enriched Content Core Enhanced Public Subscription

Includes Awards, Fiction Profiles, Find Similar Titles, Video and Music 1, and Series List. These elements are available for: SirsiDynix Enterprise 1.0 or higher SirsiDynix e-Library with SirsiDynix Symphony 3.2.1 or higher HIP 3.10 with Horizon 7.4.2 or higher

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Existing Components

Component

SirsiDynix SaaS subscription

SaaS Core Package License Increase
SaaS Additional Branch Fee
SaaS Acquisitions
SaaS Electronic Data Interchange (EDI)
SaaS Debt Collection Agency Interface
SaaS Materials Booking
SaaS OutReach
SaaS Serials
SaaS Test System
SaaS Universal SIP2
SmartPORT
SaaS Unicode Server Extension Test System
SSL Security Certificate Subscription

Telemessaging

Telephone Messaging SVA Software
Telephone Messaging SVA Per Line Fee
Telephone Messaging Software Maintenance

Hardware

Telemessaging Server
Peripherals

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Existing Components

SirsiDynix SaaS subscription

SaaS Core Package License Increase

SaaS Additional Branch Fee

License fee for each additional service agency.

SaaS Acquisitions

SirsiDynix Symphony Acquisitions provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together. EDI X-12: SirsiDynix supports all transactions formats currently adopted by SISAC (Claims/Claim Response /Invoice /Dispatch Information/Functional Acknowledgment). SirsiDynix Symphony can electronically transmit and receive information in these formats using X12. EDI (Electronic Data Interchange) allows libraries to communicate with vendors to transfer ordering, invoicing, or subscription information between computers. 9xx: 9xx Book order Loader facilitates the acquisitions workflow when libraries place orders for materials through a Web-based book vendor ordering system. This module, especially for academic libraries, not only imports MARC records for new book orders, but also records the order details in SirsiDynix Symphony's Acquisitions module, all in one step. Vendors include Baker and Taylor TitleSource II, Ingram iPage, BWI TitleTales, Brodart Bibz.com, Yankee Book Peddler GOBI, Blackwell Collection Manager, and Harrassowitz OttoEditions.

SaaS Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) facilitates electronic communication with your materials vendors. EDI supports the claim/claim response, invoice, and functional acknowledgment transactions and can electronically transmit and receive information using the X12 protocol.

SaaS Debt Collection Agency Interface

SirsiDynix Symphony Debt Collection Agency Interface includes debt collection reports that output information on overdue fines, bills, and referral fees. This interfaces directly with Unique Management and is priced for each participating institution.

SaaS Materials Booking

SirsiDynix Symphony Materials Booking enables booking, circulation, and maintenance of equipment, rooms, and nonprint materials.

SaaS OutReach

SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

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Existing Components

SaaS Test System

A SirsiDynix Symphony Test System can be loaded with generic policies and data so you can test policy changes before initiating changes to the production server. You can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect your catalog and database. Includes one production to test copy over per year. Should there be an upgrade to Production SirsiDynix will perform an additional copy over at no charge. Each copy should be requested via Customer Support and additional copies are available for purchase.

SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

SmartPORT

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

SaaS Unicode Server Extension Test System

SirsiDynix Symphony Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables you to test policy changes and configurations before applying the changes to your Unicode-compliant production system.

SSL Security Certificate Subscription

The SSL annual subscription will encrypt all OPAC-related traffic by using the https protocol via SSL. This will allow any sensitive OPAC-related traffic to remain secure. The subscription includes annual renewal of the SSL certificate by SirsiDynix.

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Terms and Conditions

Other Terms

Enriched Content is based upon annual circulation. You are licensed for up to 1,750,000 annually circulated items; an increase requires additional licenses.

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

"Go Live Date" means the calendar date agreed upon in the Quote at which time the products will be substantially ready for operational use for normal daily business. Customer agrees that this date may be moved by SirsiDynix in the event of Customer-caused delay.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

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

Payment Terms

The term of any quoted products is for no less than five (5) years. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Third Party Products/Software license fees

- 100% due upon Go Live

Subscriptions fees

- 100% of first year's subscription(s) due at Go Live Date

Support/Maintenance fees

- 100% of first year's Support due at Go Live Date

Services/Training

- 100% at Go Live Date

Platinum Services

- Platinum Services ("PS") shall commence immediately upon the signing of this document. The payment of all applicable fees, if any, will be due at Go Live Date. PS shall continue through the expiration of the Customer's current term for Maintenance/SaaS Services subscription ("PS Initial Term"). Renewal terms for PS shall be the same as Customer's current agreement regarding Maintenance/SaaS Services subscription.

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Terms and Conditions

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

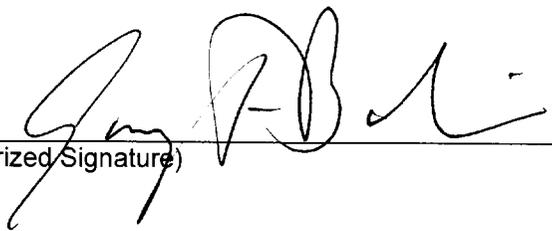
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Terms and Conditions

Customer Signature:

Carlsbad City Library

By:



(Authorized Signature)

Printed Name:

GARY T. BARBO

Title:

ASSISTANT CITY MANAGER

Date:

8/29/13

Billing Address:

Carlsbad City Library
1635 Faraday Ave.
Carlsbad
California 92008-7314
United States

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Quote 68218 for:

San Diego Public Library

Platinum, & Mobile Circ

Prepared by:

David Layton

Inside Account Consultant

SirsiDynix

Quote Date: February 25, 2014

Quote Valid Until: November 30, 2014

This quote is hereby fully incorporated into the Master Agreement.

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

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Quote Information

General

This Quote contains the use of all of your BLUEcloud Rewards. The total amount allocated for this Quote is \$19,900.

The pricing in this quote is based on the RFP response to Carlsbad City Library. This offer is independent of any relationship between SirsiDynix and Carlsbad City Library.

This quote is hereby fully incorporated into the Master Agreement.

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

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Purchase Details (Extended)

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

Component	Year 1	Year 2	Year 3	Year 4	Year 5
SirsiDynix SaaS subscription	9,500	-	-	-	-
Services	850	-	-	-	-
Platinum Services	21,303	11,210	11,530	11,860	12,200
Discount	(170)	-	-	-	-
BLUEcloud Reward - Subscription	(19,900)	-	-	-	-
Total	11,583	11,210	11,530	11,860	12,200

Initial Term of SaaS Services: Five (5) Years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 2.9% annual price increase cap until Term renewal

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

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

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

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

This quote is hereby fully incorporated into the Master Agreement

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Detailed Pricing

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

Component	Price
SirsiDynix SaaS subscription	
BLUEcloud MobileCirc, Annual Subscription	9,500
Total SirsiDynix SaaS subscription	9,500
Services	
Installation	800
Training	50
Total Services	850
Platinum Services	
Platinum Premier	21,303
Total Platinum Services	21,303
Authority Annual Subscription - Monthly Update Service	Included
Discount	
Platinum Services Discount	(170)
Total Discount	(170)
BLUEcloud Reward - Subscription	(19,900)
QUOTE TOTAL	11,583

This quote is hereby fully incorporated into the Master Agreement and Schedules

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

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Component Descriptions

SirsiDynix SaaS subscription

BLUEcloud MobileCirc, Annual Subscription

MobileCirc enables library staff to work wherever they are, with or without a data connection. Features include: - Mobile circulation. Perform common tasks like check-ins, checkouts and renewals. Register new users by scanning driver's license (selected regions only) or by manually entering user information. - Flexible inventory. Integrates with Bluetooth scanners to make taking inventory faster and easier. - Efficient shelving. Provides real-time lists of candidates for weeding and items needed to fill holds. MobileCirc lists include filters designed specifically for library staff. Requires SirsiDynix Symphony 3.4.1 SP2 and SirsiDynix Symphony Web Services 3.5 or higher, OR, Horizon 7.5.2 and Horizon Web Services 2.0.

Services

Installation:

Product Delivery

BLUEcloud MobileCirc Installation

Project Management

Project Management - BLUEcloud MobileCirc

Project Management Services for the implementation of BLUEcloud MobileCirc.

Training:

BLUEcloud MobileCirc Self-paced Training

This training reviews the functionality present in MobileCirc. One user will have unlimited access to this course for one year. This training is available in English only.

Platinum Services

The next level of service. A comprehensive suite of services and extended support to ensure libraries get the same first-class service they offer to communities.

Platinum Premier

20% off ALL qualifying future services purchases

Training

- Unlimited access to online **eLearning training** courses for 50 users
- Web access to **customizable electronic training documentation**
- Five distance group **training or consulting courses**

Best Practices and Custom Consulting

- **Annual review** and account planning
- **20 custom consulting hours:** custom reports, global database changes, data transfers, portal customizations or integration with other

Component Descriptions

software products

- SureSailing monthly - **Regularly scheduled two hour calls with a senior consultant** to review best practices, report setup and configuration, system administration, planning for upgrades and enhancements, and answer general questions
- **Enterprise Q and A** - monthly call with a senior consultant to review Enterprise
- **API subscription** and access to API trainings
- **Web Services SDK** for Library's internal use

Customer Service and Support

- **Dedicated Phone number**
- **Weekend and evening** upgrade support
- **Priority** call handling and resolution
- Remote **mobile device diagnostics** and support

Data Enhancement Services

- See **Monthly Authority Subscription below**
- **MARC records subscription** with full SmartSOURCE service
- **Annual Bibliographic Analysis** to provide a series of reports on the content of the bibliographic database for quality control

Authority Annual Subscription - Monthly Update Service

The SirsiDynix Authority Update Service is designed to maintain the currency of the library's database of Library of Congress authority records with minimal staff intervention. New LC records are provided when available to match unauthorized headings in the library's bibliographic catalog and updated LC records are provided when Library of Congress revises records which the library already owns. The Update Service automatically loads new and updated records directly into the library's database. Part 1: Authority Record Update Service. SirsiDynix maintains a list of the LC authority records in the library's database, updating the list with each monthly processing cycle. When LC changes a record which the library owns, an automated report uploads a copy of the updated authority record to the customer's server and loads it into the database. Part 2: Authorize Unmatched Heading Service. With each monthly processing cycle, an automated report identifies all previously unauthorized headings in the library's bibliographic database and transfers the list to SirsiDynix. These are compared to new authority records released by Library of Congress. Matching authority records are returned to the library and loaded into the library's system. Part 3: Authorize New Heading Update Service. With each monthly processing cycle, an automated report identifies all newly added bibliographic headings which do not have matching authority records and transfers the list to SirsiDynix. These are compared to all current LC and NACO authority records. Matching authority records are returned to the library and loaded into the library's system. The Authority Update Service requires that the library's system has access to the internet. For further details on required access, please contact SirsiDynix.

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Terms and Conditions

Other Terms

SirsiDynix SaaS Services are based upon annual circulation. You may use the SaaS Services for up to 8,290,000 annually circulated items; an increase in circulation or Staff Users requires additional licensing fees.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

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

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than five (5) years and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Any discounts that may be listed on this quote will be applied to the final invoice. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

Subscriptions fees

- 100% SirsiDynix Enterprise Subscription and Subscription Software fees are due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the Effective Date of the contract
- 100% of first year's Subscription(s) (excluding SirsiDynix Enterprise Subscription and Subscription Software fees) due at installation

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

Platinum Services

- Platinum Services ("PS") shall commence immediately upon the signing of this document and the payment of all applicable fees, if any. PS shall continue through the expiration of the Customer's current term for Maintenance/SaaS Services subscription ("PS Initial Term"). Renewal terms for PS shall be the same as Customer's current agreement regarding Maintenance/Subscriptions.

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

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services

This quote is hereby fully incorporated into the Master Agreement

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Terms and Conditions

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

This quote is hereby fully incorporated into the Master Agreement

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Terms and Conditions

Customer Signature:

San Diego Public Library

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

**San Diego Public Library
330 Park Blvd.Accounts Payable
San Diego
California 92101-7416
United States**

This quote is hereby fully incorporated into the Master Agreement

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City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other
Name of Company: Sirsi Corporation
ADA/DBA: Sirsi Dynix
Address (Corporate Headquarters, where applicable): 3300 N Ashton Blvd #500
City: Lehi County: UTAH State: UT Zip: 84043
Telephone Number: (801) 288-8070 Fax Number: (801) 223-5202
Name of Company CEO: Bill Davison

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: 2292 Faraday Ave
City: Carlsbad County: San Diego State: CA Zip: 92008
Telephone Number: (801) 876-5484 Fax Number: (760) 431-8448
Type of Business: library software svcs Type of License: _____
The Company has appointed: Natalie Rollins

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 3300 N Ashton Blvd #500
Telephone Number: (801) 223-5488 Fax Number: (801) 765-6488

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Sirsi Corporation

Utah County, Utah (Firm Name) hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 7th day of October, 2014

Natalie Rollins
(Authorized Signature)

Natalie Rollins
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Sirsi Corporation DATE: 10/7/14

OFFICE(S) or BRANCH(ES): Lehi, UT COUNTY: Utah

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	0	0	1	0	0	1	0	1	0	28	3	1	0
Professional	0	0	1	2	1	0	0	0	0	1	65	32	3	1
A&E, Science, Computer	0	0	4	0	2	3	1	0	0	0	5	4	4	0
Technical	~~~~~													
Sales	0	0	1	0	0	0	0	0	0	0	10	1	0	0
Administrative Support	0	0	0	0	0	0	0	0	0	0	7	8	0	0
Services	~~~~~													
Crafts	~~~~~													
Operative Workers	~~~~~													
Transportation	~~~~~													
Laborers*	~~~~~													

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	0	0	6	3	3	3	2	0	1	1	16	14	8	1
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM:

Sirsi Corporation
Lehi, UT

DATE:

10/7/14
Utah

OFFICE(S) or BRANCH(ES):

COUNTY:

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	None													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: October 22, 2014
SUBJECT: Cooperative Procurement Contract with SirsiDynix for Integrated Library Services	

GENERAL CONTRACT INFORMATION

Recommended Contractor: SirsiDynix Corporation (Not Certified, M – Cauc.)

Amount of this Action: **\$ 231,909.00 (Year 1)**
 \$ 237,764.00 (Year 2)
 \$ 244,655.00 (Year 3)
 \$ 251,749.00 (Year 4)
 \$ 259,049.00 (Year 5)

Cumulative Amount: \$1,225,126.00 (Not to Exceed)

Funding Source: City of San Diego

Goal: N/A

SUBCONSULTANT PARTICIPATION

There is no subconsultant participation identified with this action. Any future subcontracting activity will be subject to Agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required.

SirsiDynix Corporation submitted a Work Force Report for their Utah County employees dated, October 8, 2014 indicating 237 employees in their Administrative Workforce.

The Administrative Work Force indicates under representations in the following categories:

- Latino in Professional and Administrative Support
- Filipino in A&E Science, Computer
- Female in Management & Financial, Professional, A&E Science, Computer, and Administrative Support

Based on the under representations in the workforce noted above, staff has an approved Equal Employment Opportunity (EEO) Plan on file as of October 20, 2014. Staff will continue to monitor the firm’s efforts to implement their EEO plan.

This agreement is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

ADDITIONAL COMMENTS

This action will approve a cooperative procurement agreement between the Library Department and SirsiDynix for Integrated Library System (ILS) services for a period of five years.

KM