

CS-09-97

RECEIVED
CONTRACT MANAGEMENT

2009 DEC -2 AM 10: 32

(Contract Management Use only)

CONTRACT
TRACKING NO.

CM1156-A1

CONTRACT APPROVAL FORM

CONTRACTOR INFORMATION

Name: Sirsi Dynix

Address: 400 West Dynix Drive Provo, Utah 84604

City State Zip

Contractor's Administrator Name: Bacari Nelson Title: Fields Sales Consultant

Tel#: 1-800-288-8020 xt. 5189 Fax#: 678-802-0571 Email: Bacari.Nelson@sirsidynix.com

CONTRACT INFORMATION

Contract Name: SIRSIDYNIX SOFTWARE SERVICES AGREEMENT Contract Value: \$13,040.00

Brief Description: Contract is for maintenance of library software; this includes unlimited calls to Helpdesk, upgrades to purchased modules, and patches that are developed for existing modules.

Contract Dates 11/01/2009 to 10/31/2010 Status: ☐ New ☐ Renew ☒ Amend# ☐ WA/Task Order

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

If Processing an Amendment:

Contract #: CM1156-A1 **Increase Amount of Existing Contract: No increase for year one; cap of 4.5% on agreement for years 2 through 5. Credit due for year one agreement credit will be applied.**

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Dawn Eastwick 11/24/09
Department Head Signature Date

01711571-546020
Funding Source/Acct #

2. Charlotte Young 11/30/09
Contract Management Date

3. [Signature] 12/1/09
County Attorney (approved as to form only) Date

4. [Signature] 12/1/09
Office of Management & Budget Date

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature]
Edward Sealover

12/1/09
Date

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

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

RECEIVED
CONTRACT MANAGEMENT
2009 NOV 25 PM 2: 59
09 DEC - 1 AM 10: 37



**Amendment to
SOFTWARE SERVICES AGREEMENT
with
NASSAU COUNTY LIBRARIES**

This amendment ("**Amendment**") is made by and between **Nassau County Libraries**, with address at: 76347 Veterans Way Suite 4000, Yulee, Florida 32035 ("**Customer**"), and **Sirsi Corporation dba SirsiDynix** ("**SirsiDynix**"), with offices at 400 W. Dynix Drive, Provo, Utah 84604, and shall be effective as of 11-1, 2009 ("**Effective Date**").

Whereas the parties have entered Software Services Agreement with an effective date of September 28, 1998(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&pid=1&docs&kcat_id=58.

"**Quote**" means the document executed by the parties specifically referencing this Schedule, 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:

The following clause:

Section 2. Term.

The Term of this Agreement shall commence on 9/28 1998, shall continue for one year from such commencement date and shall be automatically renewed for successive one year periods unless notice of non-renewal is received, by either party from the other, not less than thirty (30) days prior to the end of the then current one year period.

is deleted and replaced with the following:

Term and Renewal. Maintenance and/or SaaS services (collectively "Services") starts on November 1, 2009 of this Amendment and continues, subject to State Statutes, through the expiration of the initial term set forth in the Quote ("**Initial Term**"). Following the end of the Initial Term, Services shall automatically renew for the same length as the Initial Term ("**Renewal Term**"), unless Customer gives written notice 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 Legal, 400 W. Dynix Drive, Provo, Utah 84604. The pricing for the first twelve months of any Renewal Term shall be provided in writing by SirsiDynix no less than 90 days prior to the end of the Initial Term or any Renewal Term. Renewal pricing may increase.

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.

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. 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.

Early Termination.ⁱ

Customer acknowledges that, based on Customer's willingness to enter into this Amendment for a 5_years Service term, 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 assumption that Customer will remain a client for the whole of such Term. Customer

therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of termination of a Service ("Terminated Service") by Customer, other than due to breach by SirsiDynix, prior to the expiration the then-current Term. Such fee shall be equal to (i) the difference of 8% of the total Terminated Service fees related to the prorated Term which is terminated early and actual Maintenance fees paid plus (ii) the amount discounts on Software, Content or professional services (excluding the Terminated Service) extended to Customer during the Term which is terminated early. 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 is not eligible for any pro-rata credit or refund for unused partial year Services fees paid.

3. 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@sirsidynix.com or 801-223-5561; with original to follow to 400 West Dynix Drive, Provo UT 84604 USA.

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.

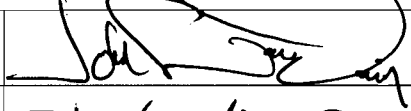
ⁱ The Effective Date of this Amendment shall be 11/01/09.

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

Nassau County Libraries

Authorizing Signature	(see above)
Name	Edward Sealover
Address	96160 Nassau Place Yulee, Fla 32097
Title	County Coordinator
Date	12/01/09

SirsiDynix

Authorizing Signature	
Name	John Gardiner
Address	400 West Dynix Drive Provo UT 84604-5939
Title	CEO
Date	December 3, 2009

Statement of Work

General

Initial Term of Maintenance: Five (5) Term Pricing for SirsiDynix Products/Services: 4.5% until Renewal

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

The above quoted Initial Term price is for SirsiDynix products or services only. 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 Third Party/integrated products/services.

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

Summary of Pricing

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

Component	Price
Unicorn software	7,750
Implementation Services	1,500
Discount	(6,570)
QUOTE TOTAL	2,680

Prices and products presented here are valid for 90 days from the date of this proposal. 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: (256) 704-7067

UK: 01494 777 555

Brossard Office (Quebec): (450) 445-1217

Australia: 61 3 8851 3599

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

Total Cost of Ownership

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	Total
Unicorn software	7,750	1,240	1,290	1,350	1,410	13,040
Implementation Services	1,500	-	-	-	-	1,500
Discount	(6,570)	-	-	-	-	(6,570)
TCO	2,680	1,240	1,290	1,350	1,410	7,970

Initial Term of Maintenance: Five (5) Years

Initial Term Pricing for SirsiDynix Products/Services: 4½%

Fees for the Initial Term are due annually in advance on the anniversary of Go Live Date.

The above quoted Initial Term price is for SirsiDynix products or services only. 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 Third Party/integrated products/services.

Detailed Pricing

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

Component	Price
Unicorn software	ii
Unicorn Materials Booking	6,570
First Year Software Maintenance	1,180
Total Unicorn software	7,750
Implementation Services	
Installation	1,200
Training	300
Total Implementation Services	1,500
Discount	
Free Media Booking module (5-year contract commitment)	(6,570)
Total Discount	(6,570)
QUOTE TOTAL	2,680

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

Component Descriptions

Unicorn software

Unicorn Materials Booking

First Year Software Maintenance

Implementation Services

Installation:

Product Delivery

Add-On Module Software Installation

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

Project Management

Core Module Add On (Tier 2)

Tier 2 Project Management Services for the implementation of new/additional modules either during an ILS Migration or as a standalone add on order for an existing installation: Acquisitions, Homebound, Inventory, Media Scheduling, Reserves, Serials, SIP/NCIP, Classified Accountability, Materials Booking, 9xx Interface, SmartPort, EDI, Reference Librarian, Languages, PocketCirc, Outreach, VIP

Training:

Materials Booking

Discount

Free Media Booking module (5-year contract commitment)

By using the finest new training technologies we help your personnel learn not only how to use our products effectively, but also how to help others do the same. All of this is accomplished through the latest in training methods and utilizing best practices from curriculum research findings.

Contact Information

Quote Information

Client name	Nassau County Public Libraries
Quote reference number	22509
Quote date	September 16, 2009
Quote valid until	January 19, 2010
License agreement number	

Client Information

Contact

Name	Mark Johnson
Address	96135 Nassau Place Yulee Florida 32097 United States
Email	mjohnson@nassaucountyfl.com
Phone	904-491-7394
Fax	

Billing

Name	Claire Shepherd
Address	76347 Veterans Way Suite 4000 Yulee Florida 32097 United States
Email	cshepherd@nassaucountyfl.com
Phone	904-548-4859
Fax	

Shipping

Name	Mark Johnson
Address	96135 Nassau Place Yulee Florida 32097 United States
Email	mjohnson@nassaucountyfl.com
Phone	904-491-7394
Fax	

SirsiDynix Information

Sales Rep	Bacari Nelson
Email	bacari.nelson@sirsidynix.com
Address	
Phone	
Fax	

Terms and Conditions

Other Terms

SirsiDynix software is licensed based upon annual circulation. You are licensed for up to 570,000 annually circulated items; an increase in circulation beyond the number noted requires additional license fees.

"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.

Fees and Payment Terms

The initial term of maintenance and support shall be no less than five (5) years, and shall commence on the Go-Live date. Maintenance and support shall be paid in 12-month installments in advance and shall auto-renew on an annual basis after the initial term. Subsequent years' maintenance and support, subscriptions and SaaS Services fees are to be paid annually in advance on the anniversary of the Go-Live date.

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

Any discounts that may be listed on this quote will be applied to the final invoice.

SirsiDynix Software license fees

- 100% due upon delivery of client SirsiDynix Software to Customer

Support/Maintenance fees

- 100% of first year's Support due at Go Live Date (unless product is in use by Customer prior to Go Live Date, in which case that Product's Support fees will be due at date of initial use).

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

Signatures

Nassau County Public Libraries

By:

(Authorized Signature)

Printed Name:

Edward Sealover

Title:

County Coordinator



12/01/09

Terms and Conditions

Date:

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.