LAKE COUNTY
Library System

July 1, 2014

Nathan Curulla
Owner and Chief Revenue Officer
ByWater Solutions, LLC
2534 Mesa School Lane
Santa Barbara, CA 93109

Mr. Curulla:

Please find enclosed for your file and reference, a fully executed original of the AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND BYWATER SOLUTIONS, LLC, TO IMPLEMENT AND SUPPORT KOHA OPEN SOURCE INTEGRATED LIBRARY SYSTEM (ILS).

If you have any questions or require additional information, feel free to contact me.

Sincerely,

Paul Alford
Library Services Division Manager

Enclosure

c: Bill Veach, Deputy County Manager
Wendy R. Breeden, Public Resources Director
Steve Earls, Information Technology Director
Gary Earl, Support Services Manager
Jennifer Barker, Public Resources Financial Coordinator

P.O. BOX 7800 • 2401 WOODLEA ROAD, TAVARES, FL 32778 • P 352.253.6180 • F 352.253.6184
Board of County Commissioners • www.mylakelibrary.org

TIMOTHY I. SULLIVAN *District 1* | SEAN M. PARKS, AICP, QEP *District 2* | JIMMY CONNER *District 3* | LESLIE CAMPIONE *District 4* | WELTON G. CADWELL *District 5*

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
BYWATER SOLUTIONS, LLC
TO IMPLEMENT AND SUPPORT KOHA OPEN SOURCE
INTEGRATED LIBRARY SYSTEM (ILS)
RFP #14-0214

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and ByWater Solutions, LLC, a foreign limited liability corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #14-0214, for procurement of a vendor to implement and support Koha Open Source Integrated Library System (ILS) software to support management of various library operations throughout the Lake County Library System; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide the Scope of Services set forth **Exhibit A**, attached hereto and incorporated herein by reference, as supplemented by the Solution detailed in **Exhibit B**, attached hereto and incorporated herein by reference. The parties agree that in the event the Scope of Services conflicts with the Solution, the requirement most favorable to the COUNTY, as determined by the COUNTY, shall control. **The CONSULTANT agrees and understands that the COUNTY expects a fully operational KOHA Integrated Library System, and that the Scope of Services and Solution are a material component to this Agreement. The CONSULTANT shall provide the Scope of Services and Solution as detailed herein, and shall guarantee the COUNTY a fully operational KOHA Integrated Library System upon completion of the work. Failure to so provide a fully operational integrated system shall be deemed a breach of this Agreement.**

2.2 CONSULTANT shall provide hosting and support services as identified in **Exhibit C**, attached hereto and incorporated herein by reference. The parties agree that in the event the Scope of Services set forth in **Exhibit A** conflicts with the services identified in **Exhibit C**, the requirement most favorable to the COUNTY, as determined by the COUNTY, shall control.

2.3 This Agreement shall be effective for twelve (12) months immediately following the date of execution of the Agreement by the COUNTY. The CONSULTANT shall supply the identified product,

implement the system, including migrating existing COUNTY data, and support the product and system. The CONSULTANT shall additionally train the COUNTY library staff, and other responsible personnel in regards to the capabilities and the proper usage of the ILS software. The performance period shall commence upon issuance of the Notice to Proceed and CONSULTANT shall have all existing COUNTY data migrated, and the system fully functional no later than **November 3, 2014**. Support and hosting shall then be provided by the CONSULTANT for a period of twelve (12) months from the date the system is fully functional and accepted by the COUNTY.

2.4 Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement upon its then current terms and conditions for four (4) additional one (1) year terms as may be needed to complete effort on task which originated during the course of the initial term. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.5 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.6 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.7 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 The total contract amount, if all option periods are exercised, shall not exceed **$159,850.00**, as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. Payment shall be made as follows:

A. Upon completion and acceptance of the migration and implementation phase, the CONSULTANT shall submit a single lump sum invoice that reflects the total value of that phase. The value as set forth in **Exhibit D** is $25,000.00.

B. Invoices for support and hosting after implementation shall be submitted on an annual basis providing for payment at or near the beginning of the annual support cycle. The initial annual billing shall be submitted upon vendor completion and County acceptance of the initial installation effort.

C. Upon completion and acceptance of the onsite training phase, the CONSULTANT shall submit a single lump sum invoice that reflects the total value of that phase. The value as set forth in Exhibit D is $3,600.

3.2 Invoices shall be submitted in duplicate to Paul Alford, Manager, Library Services Division, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the fee set forth in Section 3.1 above, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being

acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/$2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other

deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. The CONSULTANT shall conform to all relevant federal, state, and local regulations during the course of such effort. Any fines levied by the governmental authorities having jurisdiction over the work shall be borne by the CONSULTANT. Barricades shall be provided by the CONSULTANT when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT

agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

5.19 Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each work day, and disposed of in an appropriate manner. Upon final completion, the CONSULTANT shall thoroughly clean up all areas where work has been involved as mutually agreed upon with the COUNTY.

5.20 Risk of Loss.

A. The CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONSULTANT, and until delivery to, and acceptance of, that property to the COUNTY. The CONSULTANT shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONSULTANT or a third party.

B. The CONSULTANT shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONSULTANT shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.21 Patents and Royalties.

A. The CONSULTANT, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the CONSULTANT. The CONSULTANT has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CONSULTANT or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONSULTANT may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the CONSULTANT and receive full reimbursement of all monies paid to the CONSULTANT). If the CONSULTANT uses any

design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CONSULTANT will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the CONSULTANT under the contract infringes a patent, industrial design, or any other similar right, and the CONSULTANT will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the CONSULTANT will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the CONSULTANT will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Nathan Cutulla, Owner, CRO
2534 Mesa School Lane
Santa Barbara, CA 93109

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Solution
Exhibit C	Hosting and Support Services
Exhibit D	Consultant's Pricing

(Remainder of page left intentionally blank.

}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 24 day of June, 2014, and by CONSULTANT through its duly authorized representative.

CONSULTANT
ByWater Solutions, LLC

Nathan Curulla, Owner/CRO

This 4th day of June, 2014.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Jimmy Conner
Chairman

This 27th day of June, 2014.

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A
SCOPE OF SERVICES:

IMPLEMENT AND SUPPORT KOHA OPEN SOURCE INTEGRATED LIBRARY SYSTEM (ILS)

Introduction and General Requirements

The Lake County Board of County Commissioners (BCC) and Lake County Library System (LCLS) are requesting competitive proposals for migration/implementation and related support services of a new Koha open source-based Integrated Library System (ILS). The LCLS is a library system with fifteen (15) branch and member libraries, with an active borrowing population of 101,584 patrons and 662,282 items. It has a circulation count of 1,866,370 transactions in 2012-13. To be considered, vendors must demonstrate successful experience installing and implementing the requested system for organizations of similar or larger size including number of service outlets and circulation volume. The ILS shall include, but is not limited to, the following modules (functionality):

1. Acquisitions (ordering, receiving, and invoicing materials);
2. Cataloging (classifying and indexing materials);
3. Circulation (lending and receiving materials to and from patrons)
4. Serials (tracking magazine and newspaper holdings); and
5. OPAC (public interface for users).
6. Reports (gathering and manipulation of statistics related to ILS use)

Minimum Functional Requirements:

LCLS is seeking a cooperative partnership that will embrace the letter and spirit of open source principles, and utilize the skills and resources provided by the vendor, the LCLS internal team, and other Koha community participants. LCLS requests bids that will use the most recent stable release of the standard "community" Koha system. LCLS requires that all software code provided under the terms of this bid will be promptly released to the Koha community for inclusion in the next version of Koha. Proposals for a development path that diverges from the standard Koha release path will not be considered. Koha must include the following accounting functionality prior to go-live:

1. The ability to report on line item transactions that the library finance team deems necessary.
2. The ability to create custom fee categories outside regular library transactions and the ability to report on them. These fees may include items such as bus passes or passport fees.
3. Add a detailed payment/transaction receipt detailing the payment amount, change due, and the fees paid by that money.

4. Functionality which allows staff to enter a dollar amount given (the amount to be paid) such that Koha can calculate the change due and record the change given back on the receipt.
5. Ability to view the Koha OPAC with full mobile optimization using a mobile device.

Implementation of Koha must include the following at no additional cost:

1. Creation of test system for training and testing purposes prior to go-live.
2. Go-Live date of system must be prior to November 3, 2014.
3. Integration services for the library's third party services and devices at no additional cost.
4. Configuration and maintenance of all SIP2 and/or LDAP connections including AtoZ databases, Ancestry Library, Florida Electronic Library, Heritage Quest Online, and Newsbank.
5. Data manipulation and cleanup upon request of the client. Data cleanup must fall into the parameters of command line database maintenance.
6. Migration of all obtainable bibliographic, item, patron, holds, list, fines, serials and acquisitions data, as well as any obtainable custom fields found in Symphony.
7. OPAC customization using current mobile Koha OPAC theme.
8. A mobile application for customer access and interaction with the OPAC which supports major mobile platforms.
9. Administrative configuration of system.

Support interface must include the following at no additional cost:

1. 24 hour, 7 day per week technical consulting and problem solving.
2. 24 hour, 7 day per week server monitoring.
3. Training questions and multiple days of in person training before go-live date.
4. Consultation with network configuration.
5. Initial and ongoing customizations and "tweaking" to the OPAC and staff side interfaces.
6. Custom Report generation.
7. Bug-fixes and the application of community released bug fix enhancements on a regular schedule.
8. Management and updating of community or customer sponsored enhancements.
9. Training for all major updates to Koha's functionality via webinar to LCLS at no additional cost.
10. Integration services for the library's third party services and devices at no additional cost. These systems contain but are not limited to, Comprise computer time management and print management systems , 3M and Checkpoint RFID systems, downloadable media delivery systems such as Overdrive and Zinio, Unique collection service, and ILL systems such as OCLC navigator and others.
11. Regular updates to the Koha system as new functionality becomes available to LCLS, as well as the application of new releases to the LCLS system as they are made available (usually every 4-6 months).
12. Options and procedures for transition at a later time should any libraries leave the Lake County Library System or should the Lake County Library System cease to exist.

13. Redundant backup solutions, and rapid response when backup restoration is required.
14. Periodic backup of all records provided to the Lake County Library System on no less than a quarterly annual basis.

Desirable Functional Requirements (desired but not required):

1. Ability to integrate with third party credit card payment service
2. Ability to support operation on thin- or no-client computer systems

Server Host Requirements:

The Koha provider must use a server hosting company with certified physical server site security and system security. The provider must also use standard security practices for both physical and system security. The provider must be able to comply with Section 257.261, Florida Statutes, concerning patron information confidentiality. In the event of a separation of the two entities, the ILS support provider will allow the library copies of all required data needed for operation of the new ILS.

EXHIBIT B: SOLUTION

A. Approach and Process to Successfully Complete the Work to be Performed:

The services to be contracted with ByWater will include the implementation and migration of Koha from the Library's current Sirsi Dynix Symphony system, including the configuration of the Koha server and customization of the public facing OPAC. Along with these services, ByWater will provide three days of onsite training which will cover all areas of Koha. Post implementation services will include ongoing support and hosting of the system as well as regular updates to Koha. ByWater will approach all of the above listed services with the needs of our customer in mind. Our focus on customer service and the importance in the ease of transition results in a smooth migration with minimal, if any downtime. ByWater believes in long term relationships with our customers and all of our actions serve to strengthen this partnership. This is why we put so much emphasis on the importance of a smooth migration; it is your first impression of ByWater and we want it to be a good one. Specific processes relating to the above services are listed in part B of this section.

Below are the names and bios for the ByWater Solutions Management Team and Staff who will be assigned to your migration to Koha and ongoing support of the system.

Brendan Gallagher, Owner, CEO, is an MLS Librarian and an expert on installation, data migration, and customization of many open source platforms. Brendan was a member of the first class of ALA Emerging Leaders where he focused on ways those in the library profession could re-brand themselves in the digital world. He was honored as Alumni of the Year for the Southern Connecticut State University in 2011.

Nathan Curulla, Owner, CRO, has worked in the library automation field since March of 2009 when he co-founded ByWater Solutions. Nathan has over 10 years of experience in sales and project management, and has worked in both national and international forums, in business environments from retail to corporate. Curulla has extensive experience in seeing the big picture and identifying possible problems before they occur.

Nicole C. Engard, Vice President of Education, has worked very closely with librarians using automation systems since 2001, when she worked in development at Jenkins law library until 2007. Here she worked with their integrated library system and the technical services staff. Engard then went on to work as a professional cataloger at the Princeton theological seminary and then to LibLime from 2008-2009 where she wrote the manual for Koha 3.0, trained libraries on Koha and answered support tickets. Nicole moved to ByWater in 2009 because of our "promise to open source and libraries." She continues to hold the position of the community documentation manager for Koha. She has also written two published books dealing with the use and adoption of open source software in libraries.

Joy Nelson, Director of Migrations, completed her M.I.S. from the University of North Texas and her undergraduate degree from the University of Virginia. She has worked in libraries over the years starting as a library page in the UVA Medical School Library and most recently, as a cataloger for the Modern Art Museum of Fort Worth. Joy's IT work experience involves work in software testing, quality assurance and database maintenance. At ByWater, Joy combines her love of data with her love of libraries to help clients migrate their data to Koha with a minimum amount of disruption to them and their patrons.

Melissa Lefebvre, Operations Manager, received her MLS from Southern Connecticut State University, and her BFA from Rochester Institute of Technology. She has worked on Evergreen, another open source ILS system, for four years as Project Manager at Bibliomation, Inc., a large public and school consortium in Connecticut. Her organizational and people skills make her an ideal team member to make sure all the pieces are moving correctly during and after a migration.

Danielle Elder, Migration Specialist, had her first experiences with database-related work during her time in the US Army, most of which was spent in Alaska. She graduated with both her undergraduate in General Studies and her graduate degree in Information Science from the University of North Texas. She has worked in public and special libraries.

Rocio Jordan, Migration Specialist, has a graduate degree in Information Science from the University of North Texas. Rocio's love of libraries first began in elementary school when she sought comfort in the books recommended by the school's librarian and grew as she held positions in archives and preservation. Having grown to love databases as a research assistant with the Fort Worth ISD, she decided to put these two together and pursue a career that would allow her to manage data for libraries and information organizations.

Larry Baerveldt, Systems Engineer, received his BA and MLS from Indiana University, and has worked with special, public, and academic libraries for over twenty-five years. Larry has worked in IT for most of his career, most recently serving as Systems Administrator for an academic consortia of 22 libraries. He is a specialist in server administration, open source software, and applications support.

Jesse Maseto, Lead Support Specialist, uses his over ten years of experience in customer support and client relations to streamline Koha support services at ByWater Solutions. He has worked in many different business forums throughout the United States and is perfectly suited to bring the levels of support and service we are known for to our Koha partners.

Kyle Hall, Development Support Specialist, received his M.S. in Information Technology from Edinboro University of PA. He has been fulfilling the IT needs of librarians for over a decade at the Crawford County Federated Library System, where his department secured sponsorship for the integration of Zebra into Koha. His work not only included enhancing

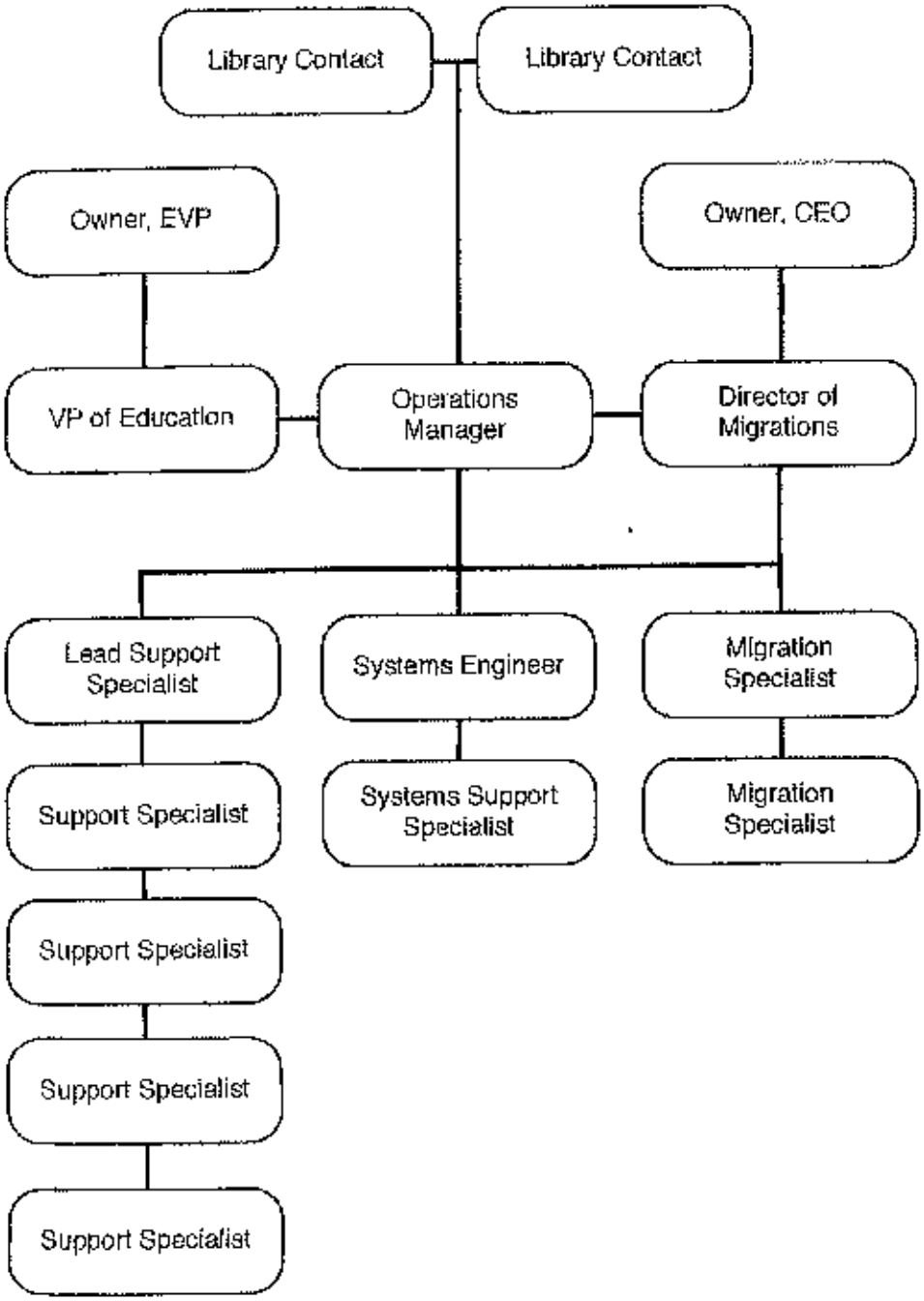
Koha itself, but also authorship of the Koha offline circulation tool and the maintenance of the Koha Virtual Appliance

Barton Chittenden, Development Support Specialist, graduated with a BA from Grinnell College and has spent the last 15 years in various positions, either programming or doing tech support and analysis and is excited to be providing support to Koha ILS users now. In his free time, he tends to do Linux-y things like KyOSS (Louisville's Linux User Group), or hackathons at LVL1: Louisville's maker space

Ed Veal, Development Support Specialist, has spent the last 16 years serving libraries, both public and academic, technical and non-technical. He started his career within the Lubbock Public library circulation dept. and transitioned to serve as their SirsiDynix Unicorn (Symphony) systems administrator, a position he held for 10 years. Ed then moved to the Texas Tech University Libraries to supervise the staff IT Support desk.

Equipment resources such as server hardware are listed within the project plan in part B of this section.

The following page shows an organizational chart showing team reporting structure as it will relate to this project:


Library Contact
Library Contact
Owner, EVP
Owner, CEO
VP of Education
Operations Manager
Director of Migrations
Lead Support Specialist
Systems Engineer
Migration Specialist
Support Specialist
Systems Support Specialist
Migration Specialist
Support Specialist
Support Specialist
Support Specialist

B. Project Plan, Installation Test Plan, User Acceptance Test Plan, Test Methodology, Methodology and Recommended Solution(s) in Performing the Services Described in the Scope of Services:

The services to be contracted with ByWater will include the implementation and migration of Koha from the Library's current Sirsi Dynix Symphony system, including the configuration of the Koha server and customization of the public facing OPAC. Along with these services, ByWater will provide three days of onsite training which will cover all areas of Koha. Post implementation services will include ongoing support and hosting of the system as well as regular updates to Koha. Further details regarding these services are listed below for your review:

B1. Implementation and Migration Services:

ByWater Solutions' Koha implementation involves a two step data migration process that allows your library staff to test the system with your own data before final implementation. The first data extraction and delivery is installed onto a test system for the library to screen and sign off on before the final production transfer takes place. This will contain any data brought over from the Symphony system including all requirements listed in the Scope of Work. This is the system LCLS will be trained on and will conduct subsequent pre go live testing on. The second data dump is conducted directly before the proposed go-live date so as to bring over any changes in database content that were added since our initial test load. The ultimate goal in conducting this process is to avoid the need to run dual systems during your migration, and to minimize downtime. The final changeover is completed by our staff during hours in which your libraries will be closed (typically Saturday night through Sunday night) so as not to disrupt any day to day activities. We would prefer for the branches within LCLS which are open on Sunday to consider remaining closed the day before go-live to facilitate this schedule. Providing your libraries with a test system also allows for testing and training refreshers throughout the migration process so that your staff will be comfortable and confident with your new system on the day of your go-live. During this process, all integration with third party services, as well as SIP2 and LDAP connections will be completed and maintained as part of the implementation fee. The migration also includes the customization of the responsive themed mobile OPAC as well as the administrative configuration within the system according to the parameters given to us during training. Upon request, ByWater can also provide data clean up services free of charge. These services must fall under a command line capability and have an "if/then" statement. An example would be: "If a bibliographic record does not have an item attached, then delete it".

A full sample timeline with a go live date of October 27th is supplied in Section G of this RFP.

B2. Onsite Training Services:

ByWater Solutions requires onsite training for all new Koha implementations. ByWater Solutions' training prices are the lowest in the industry and its staff is the most qualified of all Koha providers in the United States. Training typically takes place over the course of three days and the schedule is made according to your staffing needs. Below is a sample training schedule for your review:

Day 1:
- OPAC
- Patron Management
- Circulation
- Related Tools

Day 2:
- Cataloging
- Serials
- Acquisitions
- Related Tools

Day 3 (1/2 day):
- Reports
- Administration
- Related Tools

The day to day breakdown will be as follows:

- Administration/Parameters and Preferences 1-2 hours – Managers only
- Cataloging 1.5-3 hours – Tech Services
- Serials 1-2 hours – Tech Services
- OPAC 1 hour -- Everyone
- Circulation/Patrons 1.5-2 hours -- Everyone
- Acquisitions 1.5-2.5 hours – Tech Services
- Reporting 1-2 hours -- Managers only
- Additional tools 2-3 hours -- Managers only

The pre-go live training takes place on a test server which will be populated with LCLS's own data and configuration to ensure greater familiarity and comfort with your new system.

Ongoing training is included with our support offering at no additional cost. Ongoing training occurs with the release of major upgrades and is done via webinar. Training refreshers for existing or new staff can also be scheduled on a one on one webinar basis upon request as part of support as well.

B3. Ongoing Support Services

Quality of support is the most important focus of our company and we pride ourselves on the implementation of this key feature. ByWater Solutions has the lowest customer to support personnel ratio in the business.

Our support package includes, but is not limited to:

- Technical consulting and problem solving
- Training questions
- Consultation with network configuration
- Customizations and "tweaking" to the OPAC and staff side interfaces
- Custom Report generation
- Bug-fixes and the application of community released bug fix enhancements as they become available
- Management and updating of community or customer sponsored enhancements.
- Training for all major updates to Koha's functionality via webinar to your team at no additional cost.
- 24/7 monitoring of your hosted server
- Maintenance of 3rd Party connections within Koha
- Regular updates to your Koha system as new functionality becomes available to you, as well as the application of new releases to your system as they are made available (usually every 4-6 months)

If you are having an issue with your system, our support team will help to solve the problem. Our support package is completely comprehensive and ensures the best possible Koha experience for our customers.

Methods of interface for our support include:

- 24/7 toll free calling
- Ticketing system with report generation
- Staff email
- Live chat during business hours via Koha Community IRC
- Access to administrative contact information for escalation of support issues

We also ensure all of our customers have the tools to be plugged into the wealth of knowledge and expertise available within the Koha community.

ByWater Solutions' method for support interface includes the following: For any support issues our customers may fill out an online ticket via our online system and will receive a response by email (standard) or phone (for more critical issues) within twenty minutes. The online ticketing system also logs all support needs that your library has entered for further review and

consultation at any point in time. For all other issues customers may access our toll free number 24/7 as well as direct email contact with key support project leaders. You will receive a response within thirty minutes if there is no immediate availability of a support representative on our 24/7 phone support line. In addition to the modes mentioned, we also have live chat during business hours on the Koha Community IRC channel. Our 24/7 service is included in our support package at no additional cost. ByWater Solutions also has a monitoring system in place that alerts us to any internal system issues with regard to connectivity and performance for our hosted customers.

With regard to specific problem resolution timeframes; our staff will make every effort to supply an expedient solution to your problem. However, the time it takes to fix an issue completely depends on the severity and complexity of that issue. Regardless of the time it takes to fix a particular issue, your staff will be updated and informed about the progress of its resolution. Our rigorous update schedule ensures all bug fixes and patches will be applied to your system on a regular basis. This drastically reduces the occurrence of any major issues originating from the Koha software.

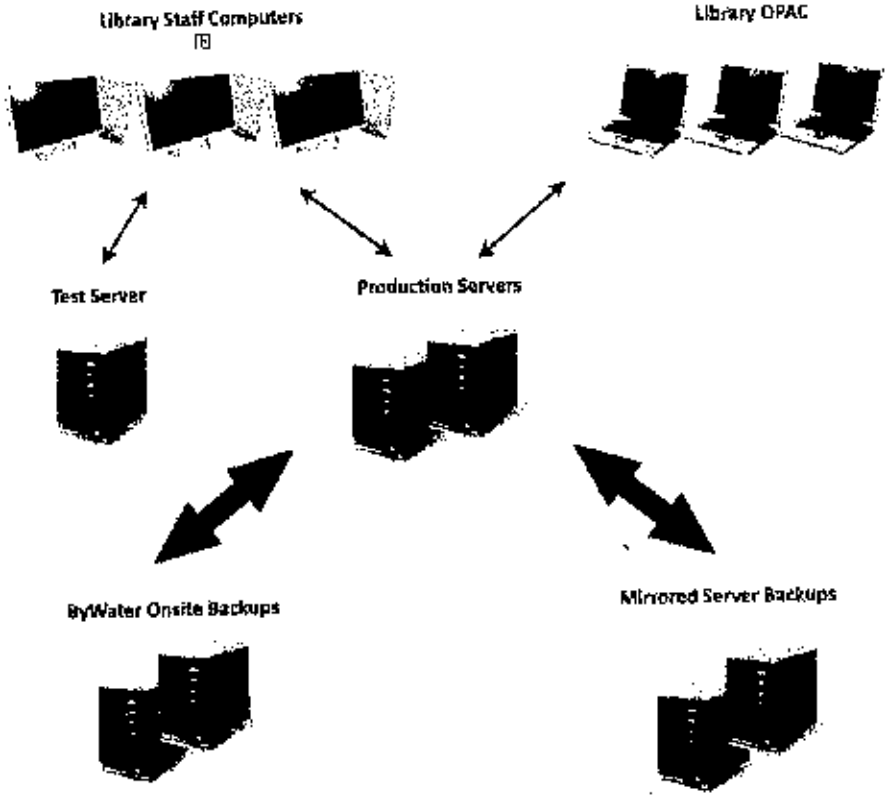
B4. Hosting Services Including Backup and Security:

ByWater Solutions' implementation of Koha uses a Tier 1 Data Center which offers an uninterruptible power supply with on-site diesel generators with multiple network carries to ensure a zero downtime network. ByWater's Data Centers provide Guaranteed Packet Delivery, Bandwidth Utilization which accommodates even the largest spikes in traffic, and multiple Network Providers (9 plus world class network providers). Per our contract with our hosting provider we guarantee 99% uptime for all hosted server solutions.

ByWater Solutions plans and prepares for the worst by taking the following precautions and installing the following safeguards to protect your data. We perform a daily backup of all system data stored on the cloud. This information is saved both on-site and off-site, and is comprised of the all of the system data, and all other information found on the main server.

In addition to the daily backups listed above, we create a mirrored image of the system data and code-base on our servers located at the ByWater main office in California. In the event that the entire cloud fails, we can have your system up and running within a matter of hours.

If you so choose, we can also set up an additional system backup onsite at your library's location and populate that daily. Your library will be responsible for the procurement of all necessary hardware, but we are happy to make recommendations regarding your needs. We will also monitor both ends of the process to assure that we are meeting the backup requirements, providing full resources for the Client to rebuild as necessary. The following page contains a diagram of our system redundancy configuration:



ByWater Solutions' Data Center has firewalls, uses encrypted key-pair access to the server (including SSL signed certificates), and all channels are encrypted pathways. Access to the Koha application is entirely web-based, so no additional local security devices or controls are required. The following contains all of the security features employed by our hosting provider, Rackspace:

About Rackspace:

Fanatical Support® has made Rackspace the service leader in cloud computing. We deliver enterprise-level hosting services to businesses of all sizes and kinds around the world. We got started in 1998 and since have grown to serve more than 190,000 customers. Rackspace integrates the industry's best technologies for each customer's specific need and delivers it as a service via the company's commitment to Fanatical Support. Our core products include Managed Hosting, Cloud Hosting and Email & Apps. There are currently over 4,500 Rackers around the world serving our customers. For more information please visit: http://www.rackspace.com

RACKSPACE® SECURITY

Triple-strength Security Backed by Fanatical Support®

Rackspace Hosting Security is a powerful, fully integrated portfolio of services, managed devices and best practices — all designed to ensure the highest levels of security for customer data.

Our portfolio covers all three critical security areas: physical security; operational security; and system security. Physical security includes locking down and logging all physical access to servers at our data center. Operational security involves creating business processes that follow security best practices to limit access to confidential information and maintain tight security over time. System security involves locking down customer systems from the inside, starting with hardened operating systems and up-to-date patching. Rackspace offers a full range of options to take system security to the next level.

As with all Rackspace offerings, our promise of Fanatical Support stands behind our security solutions. We will do whatever it takes to ensure that all our customers are satisfied.

Rackspace Security supports all three areas of data security, ensuring maximum protection for customer data

RACKSPACE SECURITY AT A GLANCE

Physical Security

- Data center access limited to Rackspace data center technicians
- Biometric scanning for controlled data center access
- Security camera monitoring at all data center locations
- 24x7 onsite staff provides additional protection against unauthorized entry
- Unmarked facilities to help maintain low profile
- Physical security audited by an independent firm

System Security

- System installation using hardened, patched OS
- System patching configured by Rackspace to provide ongoing protection from exploits
- Dedicated firewall and VPN services to help block unauthorized system access
- Data protection with Rackspace managed backup solutions
- Optional, dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access
- Distributed Denial of Service (DDoS) mitigation services focused on our proprietary Rackspace StreamTier™ system
- Risk assessment and security consultation by Rackspace professional services teams

Operational Security – *the Rackspace Infrastructure*

- ISO17799-based policies and procedures, regularly reviewed as part of our SAS70 Type II audit process
- All employees trained on documented information security and privacy procedures
- Access to confidential information restricted to authorized personnel only according to documented processes
- Systems access logged and tracked for auditing purposes
- Secure decommissioning-destruction policies for all sensitive information
- Fully documented change management procedures
- Independently audited disaster recovery and business continuity plans in place for Rackspace headquarters and support services

Operational Security – *Customer's Application Environment*

- Best practices used in the random generation of initial passwords
- All passwords encrypted during transmission and while in storage at Rackspace
- Secure media handling and destruction procedures for all customer data
- Support ticket history available for review via the MyRackspace® customer portal
- Help available from Rackspace in configuring system logging to create a system audit trail
- Rackspace Security Services can provide guidance in developing security processes for compliance programs

B5. Custom Development Methodology:

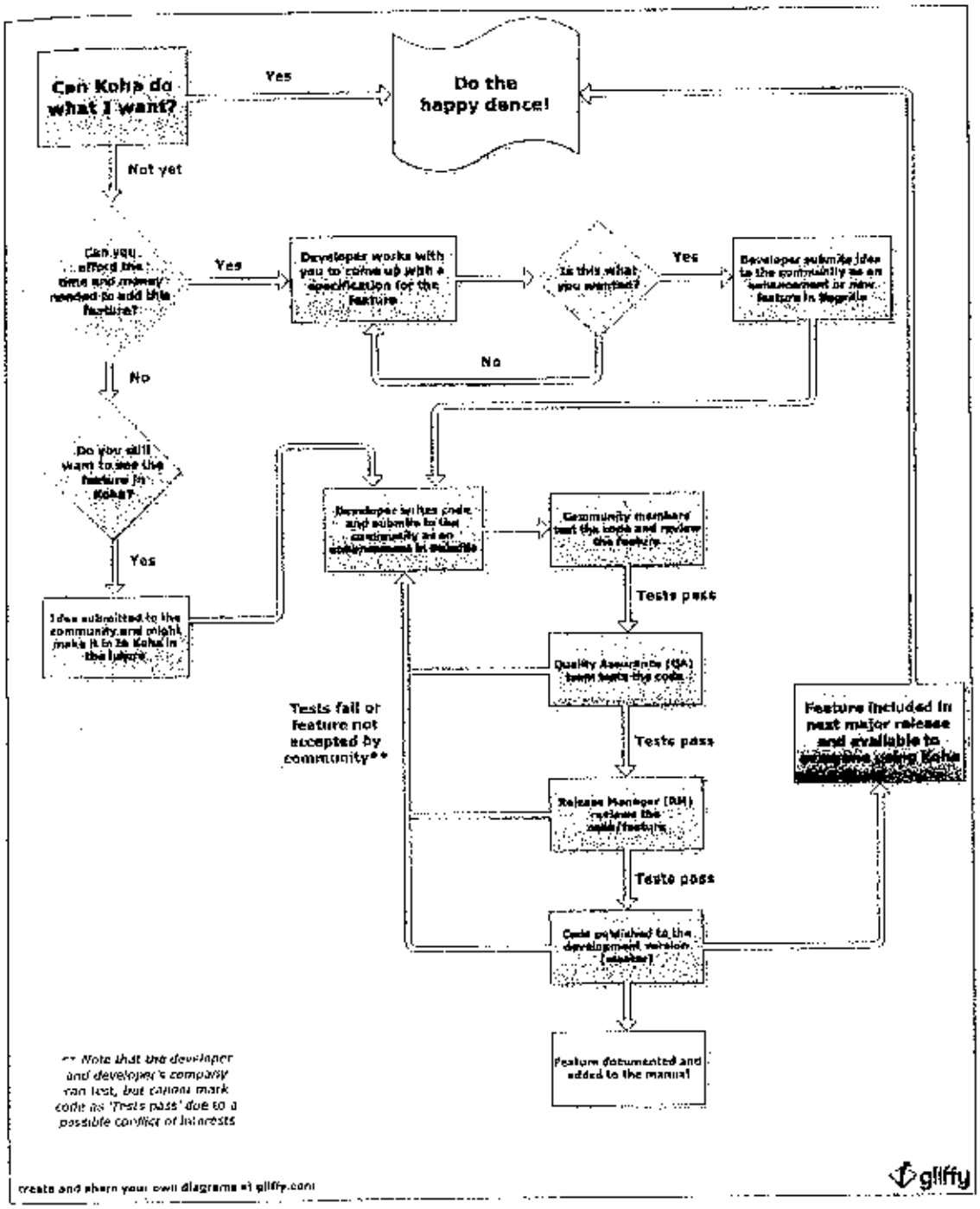
ByWater's pricing procedure for new functionality enhancements start with the creation of a spec for our customers to review and sign off on. Once functionality is established, a time estimate is added to the ticket and applied to our hourly rate for the total development cost. If ByWater goes over the estimated time for completion, ByWater will be responsible for the extra time needed to complete the enhancement. ByWater's hourly development rate is $180.00.

All development sponsored by LCLS and implemented by ByWater Solutions will be publicly available at all times, even while still in progress, in the ByWater Git repository, unless specifically requested by the LCLS. Developments will be kept granular, and integrated together when necessary to complete functionality.

Once a development is tested to meet the functionality as laid out in the development's requirements document, it will be rolled out to the LCLS test server for another round of testing on the customer's own data. Once LCLS is satisfied that this development meets their needs and original requirements, ByWater and Lake County will work together to schedule a time to roll out the development to the production server as well as schedule any training that may be required to use the new feature(s).

After the code has been tested and released for production use, ByWater will publish the code to the community either in the form of a patch (for smaller code changes) or a pull request for their Git repo. It is the responsibility of ByWater to keep the code both functional and compatible for inclusion into Koha until such time as it is formally adopted by the community.

Customers utilizing an open source solution control the direction of new developments based on the funding they are willing to contribute to have a particular feature developed. In many instances multiple Koha users will collaborate on a single project both for the benefit of having multiple people involved in the specification of the development, and also to pool resources so as to make a large development have little impact on one's budget. The following page illustrates a graph depicting a typical development process methodology for your review:


Can Koha do what I want?
Yes
Do the happy dance!
Not yet
Can you afford the time and money needed to add this feature?
Yes
Developer works with you to come up with a specification for the feature
Is this what you wanted?
Yes
Developer submits idea to the community as an enhancement or new feature in Bugzilla
No
No
Do you still want to see the feature in Koha?
Yes
Idea submitted to the community and might make it to Koha in the future
Developer writes code and submits to the community as an enhancement in Bugzilla
Community members test the code and review the feature
Tests pass
Quality Assurance (QA) team tests the code
Tests pass
Tests fail or feature not accepted by community**
Feature included in next major release and available to everyone using Koha
Release Manager (RM) reviews the code/feature
Tests pass
Code published to the development version (master)
Feature documented and added to the manual
** Note that the developer and developer's company can test, but cannot mark code as 'Tests pass' due to a possible conflict of interests
create and share your own diagrams at gliffy.com
gliffy

17

C. Description of the Approach Taken to Convert any Existing Database to Koha:

Skilled manipulation of library data is the key to a successful migration. Because it is the most important representation of a library's collection, we take the time to proficiently manage your data prior to your go live. Our Installation and Migration fee includes but is not limited to:

- Creation of test system for training and testing
- Transfer of all data from legacy ILS to Koha
- Installation and customization
- Administrative configuration
- OPAC customization
- Import of patron data, fines and fees
- Assistance with the import/configuration of authority records
- External device setup such as those using SIP2, and LDAP connections
- Assistance with exporting data from legacy ILS

Please refer to section B1. for our full implementation processes. During the processes outlined in the aforementioned sections, ByWater takes all data received from LCLS and conduct the appropriate data mapping to convert the bibliographic, serial, item, patron, fine, and circulation data (as well as any other information such as custom fields) into a format that Koha will accept. ByWater has conducted over 150 migrations from Symphony to Koha and as a result, our migration team has at their disposal custom scripts made to effectively transform data from a Symphony system into Koha-ready data. A list of the fields mapped during the migration process can be found here: http://wiki.koha-community.org/wiki/Holdings_data_fields_(9xx). Throughout this whole process, LCLS will, with the aid of the ByWater Migration Handbook and regularly scheduled progress meetings, be involved in the mapping and data migration from Symphony to Koha.

D. Features and Capabilities of Koha Software as Outlined in the Scope of Services:

Koha complies with all of the capabilities outlined in the Scope of Services including the following specific functionality requirements:

1. The ability to report on line item transactions that the library finance team deems necessary.
2. The ability to create custom fee categories outside regular library transactions and the ability to report on them. These fees may include items such as bus passes or passport fees.
3. Add a detailed payment/transaction receipt detailing the payment amount, change due, and the fees paid by that money.
4. Functionality which allows staff to enter a dollar amount given (the amount to be paid) such that Koha can calculate the change due and record the change given back on the receipt.
5. Ability to view the Koha OPAC with full mobile optimization using a mobile device.

Koha will also comply with the Desirable Functional Requirements listed in the Scope of work including:

1. Ability to integrate with third party credit card payment service
2. Ability to support operation on thin- or no client computer systems

The following pages of this section will outline the other modules available within the system as listed in the Scope of Work:

Koha OPAC

Koha is the ideal ILS for libraries who believe in the importance of their end user's experience. If a customer's experience through a library's technological interfaces are sub-par, the library could risk losing them to the many other alternatives that exist for the gathering of information. Utilizing Koha puts the control of that user experience in the hands of the librarian rather than in the hands of a disconnected vendor. The Koha OPAC was developed by librarians for librarians with the positive experience of the customer and the importance of flexibility in mind. Being open source, Koha will seamlessly interact with any third party products that utilize a SIP2, LDAP, or Z39.50 connection without licensing restrictions. APIs have allowed seamless integration with third party companies such as Overdrive and Ebsco. All APIs are open and freely accessible through the Koha-Community.Org website. All of these connections are included in part of ByWater's implementation of Koha, and unlike most vendors ByWater does not charge an annual fee for their maintenance.

The flexibility of Koha's OPAC is unmatched by any ILS on the market. Most preferences for OPAC functionality are configurable by library staff through an easy to use toggle switch interface found under Koha's global system preferences. From here librarians can configure book cover images, turn on and off tagging capabilities, create public lists, and even enter HTML code for the look of the home page. A recent addition to Koha is the ability to take a picture of an item and use that image for the cover image of the record, or to upload images or PDFs to be cataloged within Koha as a digital image repository. This is particularly useful for special collections and non-bibliographic items within the library. Koha also allows for the streaming of HTML5 videos directly though the item detail page. Koha uses CSS and XSLT to allow libraries to create any look with any content that they would like to display, including new releases, news items, widgets, library specific (spotlights, program announcements, services, etc.) or even links to demo videos about how to use the catalog. Koha allows for a preferred location item ranking through its OPAC as well. By choosing the preferred branch, patrons can filter the results to show only items from that particular branch.

Koha has a very configurable and flexible holds system which includes a transport cost matrix that allows libraries to configure which branches come up first in a holds cue based parameters determined by the library staff. Koha's holds system gives your patrons the ability to place holds for multiple titles under a single login, place holds for on-order titles if the library allows, place

holds for on-shelf titles if the library allows, suspend holds and enter a "date no longer needed", change pickup locations, and clearly distinguishes between a hold and an ILL. Koha will also send a notification to staff of patron-canceled holds through the discovery interface. Staff also have the option for "search to hold" through the staff interface. This allows staff to choose a patron and put multiple items on hold for them without having to assign the hold for each item.

Koha's OPAC allows for keyword searching on all fields and the browsing of author, popular titles and subject and can be set to sort by ascending or descending titles. Koha's advanced search limits are extensive and include searching on indexes such as: Keyword, subject, title, title phrase, series title, call number, title location, author, notes/comments, curriculum, publisher, publisher location, ISBN, ISSN, call number, and barcode. ByWater can also add any other indexes to the advanced search table that LCLS requests. Koha also searches based on multiple boolean operators, item types, location codes, publication date range, languages, subtypes such as audience, content, and format, location, availability and library groups.

Sorting options include: availability, relevance, popularity (most to least or least to most), author (A-Z, or Z-A), call numbers, dates (acquisition or publication) and titles. Sorting options may also be listed on the results screen of the OPAC and are user configurable.

Koha first searches on the "exact " term entered into the search. Based on those results, the most relevant returns are sent to the top of the list. This allows one-word titles and common word titles such as "IT" and "Bud not Buddy" to bring back the most relevant results. Misspelled words are handled by the "fuzzy searching" capability found in Koha. Typing in, for example, Hary Poter, will automatically return relevant results as they relate to Harry Potter. With the power of accurate relevancy ranking with Koha, stop words are not needed to get the accurate results that professional librarians and customers who are comfortable with Google search results expect. Koha also contains a "did you mean" feature. The OPAC display also shows copies on order by location as well as availability by location.

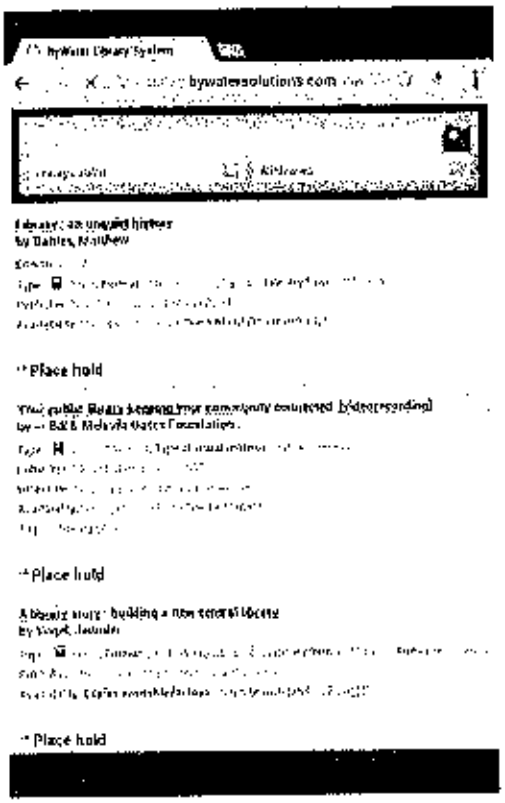
Koha's OPAC offers faceted searching. The specific facets are configurable by the library system and are located on the left side of the OPAC results screen. Examples of facets available include availability, author, libraries, series, places, and topics.

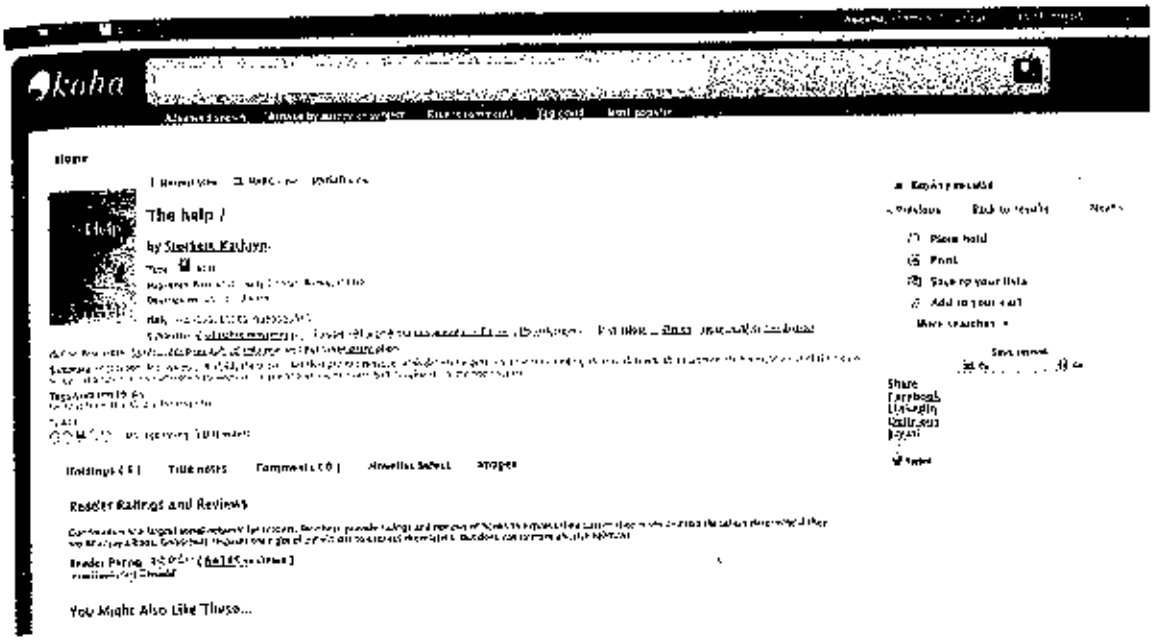
Once logged in, patrons will have the ability to perform many functions within the Koha OPAC to manage and track their library account. All of the elements available to the patrons have an on/off switch so that library administrators can choose which features to allow. Koha allows for patrons to renew materials, create, edit, sort, print, or email personal or public reading lists, view fines and payment history, including what each fine was applied for, see items currently checked out and which of those items are overdue, manage pending holds, including the ability to suspend, cancel, or modify the holds, manage privacy, manage notifications for items checked out and advance notices, and allows for the ability for patrons to request changes to their password. Koha allows for the ability to pay fines online via credit card with the use of a third party product such as Point and Pay and PayPal (currently in development).

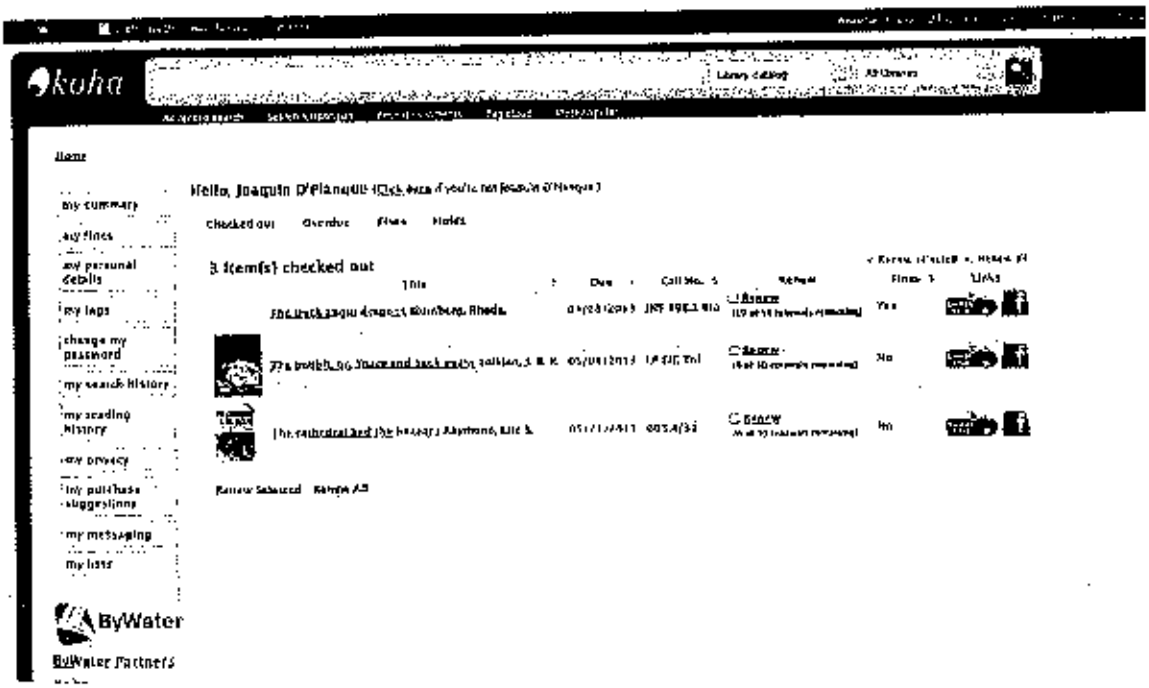
Koha will work with all enhanced content services that utilize SIP2 or the APIs found in Koha. Built in connectors exist for Amazon, Bibliotheque, Baker and Taylor, Google, LibraryThing, Novelist Select, OCLC, Open Library, Syndetics, and Koha allows for Tagging. The flexibility of the features available makes Koha's OPAC an ideal discovery tool for any library. Koha can also link to third party databases such as WorldCat and other library defined targets through the OPAC. Koha also integrates with Twitter, Facebook, LinkedIn and Delicious. Patrons have the ability to export search results in BIBTEX, RIS, Dublin Core (XML), MARC (Unicode or UTF-8) and MODS (XML). Patrons can also easily view availability of items by location or department, copies on order by location, and serial holdings by location including issues recently received

Koha's OPAC allows for the display of call numbers, shelving locations with the ability to integrate graphical maps provided by outside sources, and links to digital resources. Koha's OPAC will work on all modern web browsers including IE, Firefox, Chrome, and Safari and does not use any proprietary plugins for access. Koha's OPAC is ADA Compliant (via web browser) and comes with a mobile view for both a tablet and smartphone. Koha has been translated into over 20 languages. URL link validation is also included in Koha free of charge.

Mobile Phone View:




koha
Home
The help /
Place hold
Print
Save to your lists
Add to your cart
Share
Facebook
Twitter
Reader Ratings and Reviews
You Might Also Like These...


koha
Home
Hello, Joaquin D'Planaqui!
my summary
my lists
my personal details
my tags
change my password
my search history
my reading history
my privacy
my purchase suggestions
my messaging
my lists
3 item(s) checked out
ByWater
ByWater Partners

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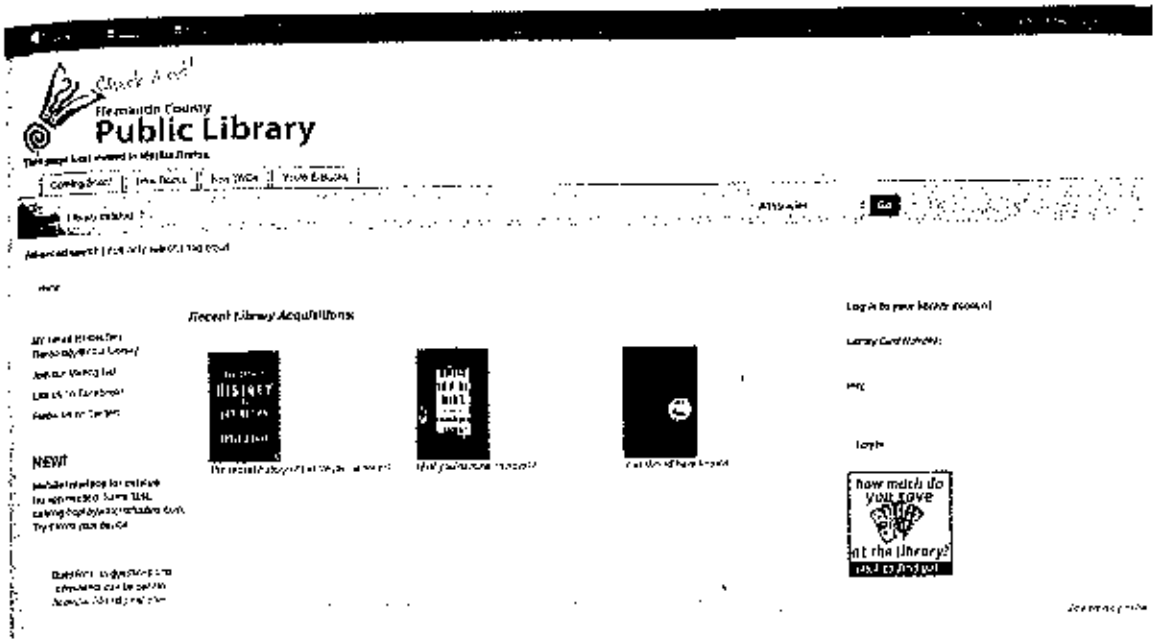
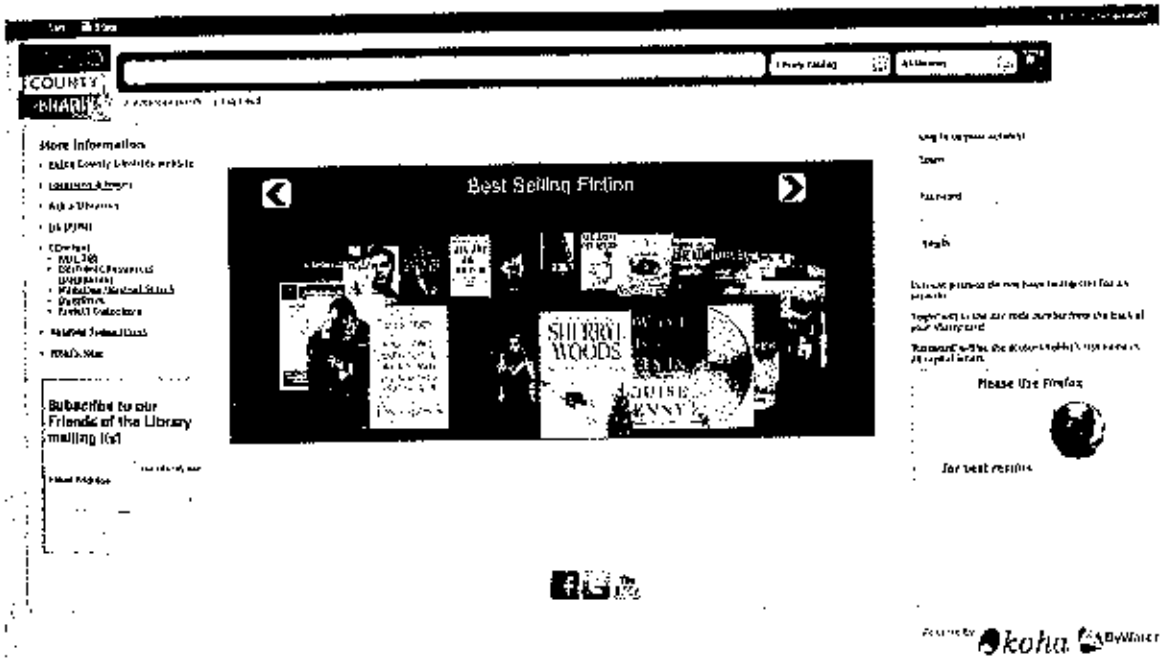

Public Library
Recent Library Acquisitions
NEW!
how much do you love at the library?


More Information
Best Selling Fiction
Subscribe to our Friends of the Library mailing list
Please Use Firefox
for best results
koha
ByWater

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Statistics and Reporting:

Collection development and statistical reports are built into cataloging, reporting, and circulation. All data that is recorded in the system is easily accessed and any report that is needed can be custom written and designed by ByWater Solutions staff. Reports can be generated on any circulation material, borrower data (including item use), most requested books, recent additions and withdrawals by branch and many more. Librarians with the appropriate credentials can easily generate patron, item, and bibliographic lists as well as record counts. Koha's reporting tool allows for libraries to run and create any report they need at any time throughout the day on all functions including but not limited to circulation, cataloging, acquisitions, and ILL. Koha's reporting allows for the capacity to track and reconcile accounting by payment library, bill reason, and payment type (cash, check, credit) and has the ability to produce cataloging and database statistics including counts of records modified, added, or deleted by cataloger login. Available outputs for statistical data include home library, location, item type, time of day, and many more. Literally any information contained in Koha is retrievable through reports. The Koha reporting module also has the capability to produce real-time statistics online, allowing librarians to print or email these reports as needed.

Reports can be run by using the built in report wizard or by writing an SQL query. Reports can be downloaded as a CSV which can then be opened in a spreadsheet application of your choice. In most cases, Koha allows for the ability to run reports while libraries are open and without degrading response time. However, some reports, such as Overdues, may use large amounts of system resources and are labeled in the system as such. These reports are best run after hours. We can also host your reports on a different server to add an additional layer between reports and circulation functions to prevent slowing down system response times if necessary. Custom report generation is part of the ByWater Solutions support package, but there is a very substantial online database of written SQL reports that has been created by other librarians using Koha. This collaborative database can be viewed here: http://wiki.koha-community.org/wiki/SQL_Reports_Library

Circulation:

The circulation module of Koha was designed by librarians for librarians and has both workflow and intuitive layouts which demonstrate this fact. Any time during a staff members duties, they can easily check in or out a book, then go back to their previous work with ease. The circulation module can be configured to include sounds, as well as have patron images and much more.

Koha's circulation functionality compiles with standard traditional ILS core functionality – including advanced loan period management, holds routing, hourly loans, course reserves, customizable slips and overdue-notices, and complete access to any circulation statistic the library desires. Koha's Circulation module has the ability to interface with multiple vendors for patron validation, RFID/self- checkout functions, and other third party applications via SIP, SIP2

or LDAP connections at no additional charge. Limits for checkouts, fine blocking, and many other configurable triggers and notices can be set per library.

Patron records within the circulation module are completely customizable by the library and can include multiple address fields as well as additional custom patron attributes that are configurable by the library. Library Staff can search for a patron using many different identifiers such as first or last name, card number, physical address, phone number, or email address. Staff also have the ability to print any screen in the patron detail page, or for that matter, the entire system using the Firefox browser's print functionality. When entering a patron, ByWater can configure your settings to autofill certain fields within the new patron record such as barcode, zipcode (multiple zipcodes can be located in a pulldown as well) city and state.

Koha contains a fully functional offline circulation module. This module can be downloaded and installed as a client or saved as a Firefox offline extension. Once internet connection is re-established, staff can easily upload all of the information circulated during offline mode to the Koha system with one click.

Koha allows for the customization of both patron receipts, as well as various notices. Koha sends notices via print, email, RSS, SMS text messages, and integrates with Talking Tech for telephone notifications. Notice triggers include overdues, advance notices, item checkouts, holds filled, item due, and item checkin. If the library allows, patrons can configure these notices and choose which notices (with the exception of overdues) to receive when, and by what medium. In addition, notice history is logged and clearly displayed in each patron record in the staff interface.

The holds functionality in the circulation interface of Koha is fully featured and allows for a wide variety of granularity between branches. Koha has the ability to automatically expire holds based on library determined criteria, generate hold pickup notifications, print vertical holds slips for patron pickup, and staff have the ability to modify hold suspensions. Koha also contains a transport cost matrix which allows libraries to create a matrix to rank which items get sent to which library in what order. Other holds features include placing holds from the OPAC, placing multiple holds at once, the ability to suspend holds for a certain amount of time, and choose a "hold not needed after" date. Staff can also use Koha's "search to hold" feature to find items within the catalog from the patron detail page while still "remembering" that patron to easily place a hold for them.

Payments and fines are clearly displayed in the patron detail page. From the fines detail page, staff and patrons can see the fines history, which includes details as to what the fines were for as well as the amount of payments made. Staff with the proper permissions have the ability to undo or void charges within the fines detail page. Koha also has "claims returned" functionality that library staff can manage and modify. The following page displays a screenshot of a borrower record for your viewing pleasure:

Joaquin D'Planque (312) | Edit | Add child | Change Password | Duplicate | Print | Search to hold | More

23 Rainbow Drive
Captains Quarters
Barbados 123456
(246) 555 1456

Category: DO (DO)
Home Library: South Branch

Check Out
Details
Fines
Circulation History
Modification Log
Notices

Joaquin D'Planque (312)

23 Rainbow Drive
Captains Quarters
Barbados 123456

Primary phone: (555) 555-5555
Date of birth: 01/25/1980

Edit

Manage Patron Image

Select the file to upload.

Upload | Delete

Additional attributes and identifiers

Type	Value
FAVCOLOR (Favorite Colour)	BLUE (Blue)
FAVCOLOR (Favorite Colour)	GREEN (Green)
FAVCOLOR (Favorite Colour)	RED (Red)
PREVID (Previous system ID)	p345123

Edit

Patron messaging preferences

	Days in advance	Email	Digests only?
Advance Notice		✓	
Item Checkout		✓	
Hold Filled		✓	
Item Due			
Item Check-in			

Library use

Card number: 312
Borrowernumber: 34
Category: DO (DO)
Registration date: 12/12/2010
Expiration date: 01/27/2013
Library: South Branch

Privacy Pref: Never
Username: demo
Password: ••••••

Edit

Alternate Address

Address:
Address 2:
City:
Zip/Postal Code:

Edit

Alternative Contact

Surname:
First name:
Address:
Address 2:
City:
Zip/Postal Code:

Edit

6 Checkout(s) | Fines & Charges | 22 Hold(s)

Due date	Title	Item Type	Checked out on	Checked out from	Call no	Charge	Price	Renew (select all / none)	Check in (select all / none)
03/12/2011	To catch a pirate /, by Parker, Jack. ; Scholastic, TVSN50008740	Book	01/18/2011	South Branch	YAF Par	0.00	0.00	2 Not Renewable	
03/24/2011	The passage /, by Cronin, Justin. ; Ballantine Books, TVSN50006364	Book	01/10/2011	North Branch	FIC Cro	0.00	27.00	1 On Hold	On Hold
11/04/2011	Mutiny /, by Hagberg, David. ; Forge, TVSN50006270	Book Discussion	04/12/2011	East Branch	359.1 Hag	0.00	25.00	4 Not Renewable	
05/31/2011	Under the Jolly Roger /, by Meyer, L. A. ; Harcourt, Inc., TVSN50006811	Book	05/19/2011	South Branch	YAF Mey	0.00	17.00	2 Not Renewable	
07/11/2011	It /, by King, Stephen, ; Signet, TVSN50009954	Book	05/27/2011	East Branch	813 Kin	0.00	8.99	0 On Hold	On Hold
02/08/2012	Library mashups / ; Information Today, Inc., 45064723	Book	12/08/2011	South Branch		0.00		2 Not Renewable	
					Totals:	0.00	85.99		

Renewal due date:

Fine/s fines on return:

S:\DOCUMENT\2014\PROXIMENTY14-0214 ILS Follow-ups\ByWater_agent_FINAL_06-04-14.doc

If a staff member has the appropriate permissions, they can also override many blocks and messages within Koha. When a block on a patron account exists, or any message alerts staff to something, a large orange box appears with the details of the alert, along with a sound. Sounds exist in Koha for many functions including checkin, checkout, and alerts.

Koha's circulation and fines matrix allows for granular control over all aspects of circulation, holds and fines. Each library in the system can set circulation and fines rules in patron and item type combinations. You also have the ability to limit holds and circulation across the system should you choose and set specific types of items to float throughout your branches.

Serials:

Subscriptions in Koha are defined in the Serials module. First the library enters in a bibliographic record for the title and then attaches a subscription to it. The subscription defines the prediction pattern (which is completely customizable) for this particular serial, allows the library to link the serial to a purchasing agency, includes a grace period before the item is assumed late or missing, and allows for the automatic prediction and generation of future issues.

Once subscriptions are entered they can be searched by title and ISSN from the serials page and by bibliographic number (and many more fields) via the catalog search. Each library can have their own subscription to the serial and all issues can be received at once by clicking 'Receive Serial' on the search results. If the libraries choose to attach barcodes to serials at receipt Koha will generate an item record with pre-filled values based on the subscription.

A claims report can be run at any time to pull up all missing and late issues and will allow the library to generate emails to the appropriate vendors.

Cataloging:

Koha's cataloging module is based on a framework system. Frameworks allow the library to define the fields that will be available in the MARC record for original, copy and imported cataloging. This means that it can handle the addition of any fields, including new fields for RDA and expanded fields for OCLC numbers. MARC records can be brought in to Koha in many ways. Koha does support the OCLC Connexion Gateway which allows catalogers to click export in Connexion and automatically send the record to your Koha system. You can also import batches of MARC records from OCLC, book vendors or any other source and Koha will use matching rules that you have defined to prevent the addition of duplicate records. Koha offers built in Z39.50 searching for copy cataloging and allows the library to open up their Z39.50 port should they wish to share records with other libraries. Finally the library can originally catalog records using Koha's cataloging module. All of the above functions will offer

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prompts to prevent the addition of duplicate records using rules set by the library. These records can be suppressed (or shadowed) on the bibliographic and/or item level.

Koha allows the library to define any number of material/item types. This means that a library's collection can easily be made up of (and searched by) digital resources, print materials, videos, audio discs and much more. For digital resources, user-friendly links will appear on both the search results and the bibliographic detail page making it clear that the item is electronic and making it easy to access.

Koha's label maker allows the library to define custom templates and layouts to allow for the printing of spine, bookplate and barcode labels. This can be done in batches or one by one via the bibliographic detail page.

Should edits need to be made, in addition to individual editing capabilities, Koha allows for the batch modification (and deletion) of items. Bibliographic records can also be merged together should duplication occur. Merged records retain all holds and circulation history from both records and items.

Koha offers a searchable authority file. Authorities can be added by batch import, via original cataloging or by adding the authority record by hand. Koha's authority linker will maintain links between bibliographic and authority records.

ByWater Solutions is also in the process of developing an optional professional cataloging module which will be modeled off of the structure of OCLC Connection. The work on this development is estimated to be rolled out as part of the 3.16 release of Koha slated for October 2014.

Acquisitions:

Vendors in Koha can include as much or as little information as you choose. Vendors can include complete contact information or can just be a list of names. Each vendor will have their own accounting settings such as tax rate, discounts and average delivery time.

Budgets are entered in to Koha via administration and can be made as granular as the library chooses. Each budget has at least one fund and then funds can be broken down further in to children funds if needed/wanted. Budgets and funds can be branch specific if the library system so chooses. Koha will track all expenditures and encumbrances against these budgets as orders are placed in the acquisitions module. At the end of the year a budget can be duplicated to easily create the same breakdown for the following year.

Koha's acquisitions module allows for creating orders in many different ways. All orders are put into 'baskets' where library staff can choose to load in MARC records in batches from vendors,

to use a purchase suggestion from a patron, to order from an existing record in your catalog, to enter in a brief record or to search another library via Z39.50 to find a full record. Depending on the library's wishes, on-order items can be created at the time of acquisitions to allow holds to be placed both by staff and patrons. Ordering using EDI functionality is now being tested and will be available late 2014.

Koha's reporting module allows for complete access to any data stored in the system; as long as the data is stored a report can be written. This means that the library can generate any number of custom reports including, but not limited to, lists of items not received, orders that are late and/or outstanding, vendor payment history and orders based on fund (including special funds). Reports can also be used to keep track of monies spent with each vendor, encumbered with each vendor and still outstanding in each budget or fund.

To receive orders staff will search either by vendor, order number, order line or invoice. From the search results simply click the 'Receive shipment' button and enter in the necessary information about the invoice (shipping, invoice number, etc). When receiving orders staff can easily cancel/delete order lines that have been cancelled on the invoice which will automatically refund the money to the related fund. Once received invoices can be searched at any time.

Inventory:

Koha has a built in inventory control module. The library can inventory an individual collection or a branch/location combination, as well as the entire collection. Koha has many reports which would assist the Mercyhurst Libraries following an inventory including: missing items, lost items, shelf reports and items currently on loan. We can also write custom reports upon request as part of our support offering such as items missing barcodes. Because Koha is web-based, conducting inventory can be a very mobile experience. All that is needed is a wireless laptop with a USB barcode scanner and a book cart. Koha's Inventory Tool can be used in one of two ways: you have the option of printing out a shelf list that you can then mark items off on, or you can upload a text file of barcodes gathered by a portable scanner. A tablet or Smartphone with a camera can also be used to perform this function provided the camera has barcode reading capabilities. The Koha Inventory module also flags items currently checked out as inventoried.

ByWater also has an extensive video library which can demonstrate each of these modules. The ByWater Tutorial Video Library can be accessed at: http://bywatersolutions.com/section/tutorial-videos/

A live demo of Koha can be accessed at: http://bywatersolutions.com/demos/

E. Other Components and/or Modules That Would Enhance Koha:

Enhanced Content Capabilities in Koha:

Koha has built in functionality to manage resources from some third party digital content providers. At this time, Koha has built in connectors for the following enhanced content providers:

- Amazon cover images (free of charge)
- Baker and Taylor "My Library Bookstore", cover images, and enhanced content
- Google Book Jackets (free of charge)
- LibraryThing for Libraries reviews, tags, and ISBN services
- Novelist Select enhanced content
- OCLC xISBN service
- Open Library (free of charge)
- Syndetics enhanced content
- IDream books reviews (free of charge)

All of the above content will show in Koha in-line with the library's results. Koha also has built in connectors for the EZ Proxy single sign on system and ByWater has experience in setting up this third party system to work with Koha. EZ Proxy is a third party system and carries a separate fee.

Koha also works with Vufind, an open source discovery layer product that we have worked with in the past. A Vufind connector could be put in place for LCLS if this functionality was needed. The cost to implement and support a Vufind connection would be an additional $3,600.00 per year.

ByWater Solutions is currently offering full implementation and support services for the Open Source kiosk system Libki. Libki is a Free Open Source kiosk management system, with a web-based administration system and a cross-platform client which features single sign-on integration with the Koha ILS. Libki is ideally suited for use in locations where a controlled computing environment is paramount such as public access systems, libraries, school computer laboratories and more! Libki includes a web-based reservation system which also alerts patrons to open computers, utilizes SIP2 Authentication for single sign-on with your SIP2 compliant ILS, and is Intuitive and easy to use. Pricing for Libki services are as follows:

- Installation: **$600.00**
- Per-Site Annual Support Cost: **$500.00**
  (up to 30 work stations)
- Per Workstation Annual Hosting: **$3.00**

For more information on Libki, please visit: http://bywatersolutions.com/solutions/libki-support/

F. Exceptions:

ByWater Solutions does not have any exceptions to the requirements stated in the RFP document and associated addendums.

G. Project Schedule for Implementation of Koha:

Sample Timeline for Koha Implementation
Go Live October 27

The following timeline is provided to give you an idea of how your migration to Koha will work. The sequence is fairly accurate but the timeline can vary once we get into the details of the actual migration.

The following items are listed as "Initial Delivery of Data" on the following timeline:

1. Export of bib and item records in MARC format with item information in 952 field (852 okay)
2. Export of patron records as a CSV or tab-delimited file. Be sure to include all unique identifiers like barcodes and institutional IDs.
3. Photo of your barcodes and book plates
4. List of all third party products that interact with the LSP and how they interact (e.g. SIP2, NCIP, EZProxy, etc) and a support contact for that product.
5. List of unique item types and collection codes (CCODE) used. Include a description, and if any of these codes should be switched from a 'deprecated' code to a new code, now is the time.
6. A copy of all circulation policies (for any given combination of library branch, patron category and item type, list out all circulation, holds and fines policies)

Upon signing, a migration handbook is sent to our customers. This handbook can be available to LCLS for the purposes of this RFP upon request.

Sample Timeline for Koha Implementation
Go Live October 27

Date	Description
June 9	Contract Signed.
June 12	First migration meeting takes place. Project leaders established, timeline re-visited, introductions training dates confirmed, technical details discussed
June 23	Initial delivery/extraction of data from LCLS for loading
June 24	Server installed and configured; ready for vanilla Koha installation
June 24 - Oct. 26	Data migration takes place. Calls are held with customer on a regular basis as questions arise
August 4	OPAC customization begins (estimated 3 weeks to completion)
Sept 15	Initial data load into test system complete. Test IP addresses and usernames/passwords delivered to LCLS Migration Team
Sept. 22	Training begins (3 days onsite)
Sept 24 until Go Live	Staff testing regimen begins. Delivery of suggested testing practices from ByWater
Oct. 6	Configuration of third party products
Oct. 20	Final system configuration begins, preparation for final data delivery begins
Oct. 25 - 26	Final export of data from legacy ILS imported into Koha. ByWater receives final transactions and inputs them into the database - confirm system preferences and activate cronjobs.
Oct. 27	Go Live!

EXHIBIT C: SUPPORT AND HOSTING

Quality of support is the most important focus of our company and we pride ourselves on the implementation of this key feature. ByWater Solutions has the lowest customer to support personnel ratio in the business.

Our support package includes, but is not limited to:

- Technical consulting and problem solving
- Training questions
- Consultation with network configuration
- Customizations and "tweaking" to the OPAC and staff side interfaces
- Custom Report generation
- Bug-fixes and the application of community released bug fix enhancements as they become available
- Management and updating of community or customer sponsored enhancements.
- Training for all major updates to Koha's functionality via webinar to your team at no additiona cost.
- 24/7 monitoring of your hosted server
- Maintenance of 3rd Party connections within Koha
- Regular updates to your Koha system as new functionality becomes available to you, as well a the application of new releases to your system as they are made available (usually every 4-6 months)

If you are having an issue with your system, our support team will help to solve the problem. Ou support package is completely comprehensive and ensures the best possible Koha experience fo our customers.

Methods of interface for our support include:

- 24/7 toll free calling
- Ticketing system with report generation
- Staff email
- Live chat during business hours via Koha Community IRC
- Access to administrative contact information for escalation of support issues

We also ensure all of our customers have the tools to be plugged into the wealth of knowledge and expertise available within the Koha community.

ByWater Solutions' method for support interface includes the following: For any support issues our customers may fill out an online ticket via our online system and will receive a response by email (standard) or phone (for more critical issues) within twenty minutes. The online ticketing system also logs all support needs that your library has entered for further review and

consultation at any point in time. For all other issues customers may access our toll free number 24/7 as well as direct email contact with key support project leaders. You will receive a response within thirty minutes if there is no immediate availability of a support representative on our 24/7 phone support line. In addition to the modes mentioned, we also have live chat during business hours on the Koha Community IRC channel. Our 24/7 service is included in our support package at no additional cost. ByWater Solutions also has a monitoring system in place that alerts us to any internal system issues with regard to connectivity and performance for our hosted customers.

With regard to specific problem resolution timeframes; our staff will make every effort to supply an expedient solution to your problem. However, the time it takes to fix an issue completely depends on the severity and complexity of that issue. Regardless of the time it takes to fix a particular issue, your staff will be updated and informed about the progress of its resolution. Our rigorous update schedule ensures all bug fixes and patches will be applied to your system on a regular basis. This drastically reduces the occurrence of any major issues originating from the Koha software.

D. Software Upgrade Methodology:

ByWater Solutions believes that one of the greatest benefits to adopting an open source ILS is the ever growing functionality of the software. Koha is an ILS that will never become out dated because of the constant development and innovation that goes into the project. As your support company, it is our job to ensure that you get the most out of this benefit by ensuring your libraries are running the most current release of Koha. Customers who sponsor custom development will be actively involved in the testing of their code. Many ByWater customers are very involved in the community and are thus more active when it comes to testing patches and bugfixes. Upon request, ByWater will set up a test installation of Koha on a locally hosted system free of charge. A particular library's involvement is entirely up to them.

Updates are conducted directly in line with the current community release schedule. All new development, bugfixes and patches written by ByWater or other community members are submitted to the community for QA testing and are incorporated into the next release. Minor Koha releases are applied to customer servers automatically on a monthly basis. These updates typically contain minor functionality enhancements and bug fixes to existing functionality. Major releases occur twice per year and contain new modules or interfaces, as well as major structural improvements. Updates and upgrades to both the staff and discovery interfaces are scheduled with customers and are applied to their system during off hours, resulting in zero downtime for their system. Updates and upgrades are applied free of charge. A significant benefit to adopting open source software is that the product has no shelf life and will never become obsolete or outdated because of the frequency of releases. Operating system upgrades are not necessary because Koha is a web based application.

E. Necessary Resources to Maintain the System After Go Live:

The following chart identifies key processes for Koha maintenance and both ByWater's and LCLS's roles in each task:

Task	Tier 1 Support	Tier 2 Support	Comments
Network			
Monitor and Troubleshoot	Client	ByWater	Client will be the first tier for local network issues
Configuration Settings for Server	ByWater	ByWater	
Apply Server Network Configurations (TCP/IP Settings)	ByWater	ByWater	
Capacity Planning and Analysis	ByWater	ByWater	
Operating System (Debian			
Install	ByWater	ByWater	
Configuration	ByWater	ByWater	
Monitor and Troubleshoot	ByWater	ByWater	
Apply Patches	ByWater	ByWater	
MySQL Admin			
Monitor and Troubleshoot	ByWater	ByWater	
Configuration	ByWater	ByWater	
Upgrades	ByWater	ByWater	
Capacity Planning and Analysis	ByWater	ByWater	
Define and Document Database Schema	ByWater	ByWater	39

Task	Tier 1 Support	Tier 2 Support	Comments
Web Services Admin			
Monitor and Troubleshoot	Client	ByWater	Client Will be the first tier for local network issues
Configuration	ByWater	ByWater	
Monitor and Troubleshoot	ByWater	ByWater	
Capacity Planning and Analysis	ByWater	ByWater	
OPAC (html, css, etc)	ByWater	ByWater	Client will have the ability to customize the look and feel of their OPAC if they so choose, or will consult with ByWater in the design
Upgrades	ByWater	ByWater	
Koha Application Client Software			
Install	ByWater	ByWater	
Configuration	ByWater	ByWater	
Monitor and Troubleshoot	ByWater	ByWater	
Software and Patch Management	ByWater	ByWater	
Client Development	ByWater	ByWater	
Koha Application Functionality			Client will act as a central communication for all issues resulting at member branches
Acquisitions/Serials	ByWater	ByWater	
Cataloging	ByWater	ByWater	
Circulation	ByWater	ByWater	
ILL	ByWater	ByWater	
OPAC	ByWater	ByWater	
Initial Testing of Database prior to go live	Client	ByWater	ByWater will provide testing regimen for the Client who will then conduct testing on configuration and settings of Koha after training has been completed.

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Task	Tier 1 Support	Tier 2 Support	Comments
Koha Server Admin			
Install	ByWater	ByWater	
Monitor and Troubleshoot	ByWater	ByWater	
Configure	ByWater	ByWater	Client will consult on System Preference settings
Software/Patch Management	ByWater	ByWater	
CRON Jobs	ByWater	ByWater	Client Dictates automated process schedules, ByWater implements them
Backup and Recovery	ByWater	ByWater	
Physical Servers			
Specifications	ByWater	ByWater	
Reboots	ByWater	ByWater	
Monitor and Troubleshoot	ByWater	ByWater	
Replace Bad Hardware	ByWater	ByWater	

EXHIBIT D: CONSULTANT'S PRICING

Below are the prices for the required services as listed in the Scope of Services in the LCLS RFP for Koha Implementation and Support. For ease of planning, we have outlined the prices for a 5 year agreement with ByWater. All services previously listed in this document as they relate to Implementation, Support, Hosting and Training are included in the prices listed below. Prices for 3rd party enhanced content services are available from respective 3rd party vendors, and the choice to implement those products does not have an effect on initial or annual costs for the system. The following page describes the methodology used in generating pricing for this proposal.

Category	Year 1	Year 2	Year 3	Year 4	Year 5	*Totals*
Koha Implementation and Migration	$25,000.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
Annual Support	$22,250.00	$22,250.00	$22,250.00	$22,250.00	$22,250.00	$111,250.00
Annual Hosting	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$20,000.00
Annual Licensing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Training	$3,600.00	Included	Included	Included	Included	$3,600.00
Custom Development (Per Hour)	$180.00	$180.00	$180.00	$180.00	$180.00	NA
Totals (ByWater Hosted)	$54,850.00	$26,250.00	$26,250.00	$26,250.00	$26,250.00	$159,850.00

Pricing Methodology:

In coming up with pricing for our services and support, ByWater looks at 2 key statistics to evaluate what to charge for the initial and ongoing services to be rendered.

Migration costs are based on the total number of Item Records currently held for the entire system. The cost per item is evaluated on a sliding scale based on the size of the system. For LCLS, the price per item record was roughly $.04 per record. We then applied a discount because of our presence in Florida and our relationships with existing library systems in your State.

Hosting costs are simply based on the size server that will be needed for your system, which we determine based on installations of similar size to LCLS.

Support costs are based on the number of annual circulations, items and branches a particular library or system holds. ByWater has a tiered structure which helps us arrive at the total cost for support. For libraries with over 200,000 bibliographic records and over 1 million annual circulations, ByWater charges a flat rate of $20,000.00, plus $150.00 per site.

Training costs are a flat fee of $3,600.00 which includes travel, lodging and food for one trainer.