

STATE OF OREGON - CONTRACT FOR SERVICES ORPIN #5872
On-line Testing and Skills Building Services

This Contract for on-line testing and skills building services, effective when signed by the parties and approved as required by applicable law ("Effective Date"), is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), on behalf of the Oregon State Library ("Agency"), and LearningExpress, LLC, a New York limited liability company("Contractor"). The parties agree as follows:

1. GENERAL

1.1 General Definitions

For the purpose of this Contract, the following terms mean:

"Authorized User" means the libraries listed in Exhibit C (including but not limited to Agency), and all patrons of those libraries.

"Business Hours" means Monday through Friday, 8:00 am to 5:00 pm Pacific Standard Time.

"Contract" means this document and its Exhibits, as the same may be amended by the parties from time to time.

"Remote Access" means access from workstations in buildings on the same telecommunications network as the library (e.g., college campus for an academic library, city hall for a public library, etc.), and access from home, office or other outside-the-library locations by the library's patrons.

"Services" means the online testing and skills building services and related services such as technical support, training, and support for end-users as described in Exhibit A.

"Software" means, collectively, all computer programs and associated documentation provided or made available by Contractor to enable Agency and Authorized Users to utilize the Services.

"State" means the State of Oregon acting by and through Agency or DAS PS or both.

1.2 Contract Documents.

This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A (the Statement of Work), Exhibit B (Title Matrix), and Exhibit C (Participating Libraries). The exhibits are attached hereto and incorporated herein by this reference.

2. SERVICES

As provided in this Contract, Contractor shall provide and Agency shall purchase the Services described in Exhibit A at the rates set forth in Section 4.

From time to time, Agency may request from Contractor additional services that are related to the Services and fall within the scope of the original solicitation, generally offered by Contractor or other providers in the market. Contractor shall use reasonable efforts to provide Agency with such services within a reasonable period of time at prices and terms equal to or better than those offered for comparable services in the market. Contractor shall negotiate in good faith with Agency appropriate price and service levels for such additional services.

In the event that there are significant developments relating to the Services during the Contract term, including, but not limited to, new technology that provides increased functionality at the same or lower cost than the Services and Contractor has made these developments commercially available to its other customers, Contractor shall provide the new developments to Agency, at Agency's request, where commercially and technically practicable as negotiated between the parties. At least twice during each calendar year during the Contract term, Contractor shall notify Agency of new developments, if any.

3. ACCEPTANCE TESTING AND SERVICE WARRANTY

3.1 Contractor shall make the Services available to Agency for acceptance testing no later than October 1, 2015 unless otherwise mutually agreed upon. Agency shall begin acceptance testing on the first day following Contractor's notice that the Services are available. Agency shall have ten (10) business days ("Acceptance Test Period") to test the operations and functionality of the Services and determine whether the Services meet the performance warranties and functional requirements of this Contract and Contractor's published documentation. At the end of the Acceptance Test Period, Agency shall promptly notify Contractor in writing whether the Services pass or fail the acceptance test. If the Services fail the acceptance test, the written notice will describe, with reasonable specificity, the nature of the failure or the reasons for the failure.

If the Services fail the acceptance test, Contractor shall have ten (10) days to repair the Services at no additional cost to Agency, to make the Services conform to performance warranties and requirements of this Contract and Contractor's published documentation ("Modified to Conform"). If the Services are Modified to Conform, Agency shall run a second acceptance test upon completion. If the Services fail the second acceptance test, Agency may, at its option: (a) refuse the Services and Contractor shall refund any fees paid under this Contract, and pay Agency all costs and expenses Agency reasonably incurs in obtaining substitute service, or (b) allow Contractor to try to repair the Services one or more times before deciding, based on failure of the acceptance test, that the Services cannot be Modified to Conform by Contractor. Agency's remedies under this Section are in addition to and not in lieu of any other remedies granted to Agency by law or elsewhere in the Contract for Contractor's default.

3.2 During the Service Period, in addition to any other warranties and representations, Contractor will, at no additional charge: (a) maintain the Services in good working order in accordance with the warranties, requirements, response times, and system availability provided in the Contract; (b) provide Agency with any enhancements, updates, replacements, revisions, additions, or conversions to the Services, including appropriate documentation; and (c) provide Agency with training and support as required by the Contract.

4. COMPENSATION, INVOICING AND PAYMENT

4.1 The maximum compensation payable to Contractor for this Contract is \$943,907.00.

4.2 In accordance with the terms and subject to the conditions of this Contract (including but not limited to the maximum payment amount set forth above), Agency shall pay Contractor

an annual fee of \$182,094.00 for delivery of the Services during the first two years of the Service Period. Each annual fee is payment for twelve months of Services during the Service Period. Invoices for the annual fee shall be sent to Agency each September during the Service Period. Invoices will be sent to:

Oregon State Library
Attn: Business Office
250 Winter St. NE
Salem, OR 97301

- 4.3 Contractor shall look solely to Agency for payment of all amounts that may be due under this Contract. Agency is solely responsible for payment under the Contract. Contractor shall not be compensated for Services under this Contract from any State agency other than Agency. Agency's obligation to make payments under this Contract is conditioned on Agency receiving expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the Services.
- 4.4 Agency will have the right to review each invoice. Payment will be made no later than 30 calendar days from Agency's acceptance of the invoice. Agency will notify Contractor within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 30 calendar days after Agency's acceptance of the revised invoice. Any interest or overdue payment will be in conformance with Oregon law.
- 4.5 The annual fee constitutes full payment for the Services provided under this Contract and includes all costs and expenses. Agency will not separately reimburse Contractor for any travel or other costs or expenses.

5. NON-EXCLUSIVE

This Contract is not exclusive. Agency is free to purchase Services and related services from any other supplier, and Contractor may furnish services to any third party.

6. SERVICE PERIOD

Contractor shall deliver the Services under this Contract during the period commencing on November 1, 2015 and ending on October 31, 2017 (the "Service Period"), subject to extension of the Service Period as provided herein or early termination of this Contract. Unless terminated earlier as provided herein, this Contract shall terminate on the last day of the Service Period. DAS PS may, by written notice to Contractor provided no later than September 30, 2017, extend the Service Period for 3 years (through October 31, 2020). The terms and conditions of this Contract shall remain the same during any extension of the Service Period, provided, however, that the annual fee described in Section 4 shall be increased on November 1, 2017, in an amount equal to the annual fee multiplied by the Consumer Price Index Percentage; provided that in no event shall the annual fee increase be greater than three percent.

The Consumer Price Index Percentage will be the percentage change, as calculated by Agency, over the period from the November 1, 2015 (the "Commencement Date") to October 31, 2017 (the "Adjustment Date") of the "Consumer Price Index—U.S. City Average for all Items for All Urban Consumers (1982-84=100)" published in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U"), using the CPI-U most recently

published in the sixty-day (60) period immediately before the Commencement Date and the CPI-U most recently published in the sixty-day (60) period immediately before the Adjustment Date.

7. CONFIDENTIALITY

- 7.1 Confidential Information.** Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities, be exposed to or acquire information that is confidential to Agency. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is confidential information of Agency ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of Confidential Information will be treated as Confidential Information. Confidential Information does not include information that (a) is or becomes (other than through disclosure by Contractor) publicly known or is contained in a publicly available document, (b) is furnished by Agency to others without restrictions similar to those imposed by this Contract, (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract, or (d) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- 7.2 Use and Disclosure.** Contractor shall hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information. Contractor shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the Contract. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts, which shall include at least all commercially reasonable efforts, to assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Contractor agrees to comply with all reasonable requests by Agency to ensure the confidentiality and nondisclosure of Confidential Information, including but not limited to (i) obtaining nondisclosure agreements from Contractor's employees and agents who are performing Services under this Contract and providing copies of such agreements to Agency, (ii) performing or authorizing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to Agency, and (iii) complying with Agency's access and security policies. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Contractor will, at its expense, cooperate with Agency in seeking injunctive or equitable relief in the name of Agency or Contractor against any such person. Except as directed by Agency, Contractor will not disclose, directly or indirectly, any Confidential Information to any person, and upon termination of this Contract or at Agency's request will turn over to Agency or destroy, as appropriate or as Agency directs, all documents, papers, data, records and other materials in Contractor's possession which are Confidential Information.
- 7.3 Personal Information.** In the performance of this Contract, Contractor may have possession of or access to documents, records, or items that contain "Personal Information" as that term is used in ORS 646A.602(11), including Social Security numbers. Personal Information is a type of Confidential Information that is highly sensitive and subject to additional protection. Therefore, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, Contractor shall have in place, a formal written information security program that provides safeguards to protect

Personal Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. In addition to and without limiting the generality of the above provisions, Contractor shall not breach or permit breach of security of any Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control under this Contract. Contractor shall not disclose, or otherwise permit access of any nature, to any unauthorized person, of any such Personal Information. Contractor shall not use, distribute or dispose of any Personal Information other than as expressly permitted by Agency, required by applicable law, or required by an order of a tribunal having competent jurisdiction. Contractor shall report to Agency, as promptly as possible, any breach of security, use, disclosure, theft, loss, or other unauthorized access of any document, record, compilation of information or other item that contains Personal information to which Contractor receives access, possession, custody or control in the performance of this Contract.

7.4 Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the obligations of confidentiality, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the interests of Agency and are reasonable in scope and content.

7.5 Publicity. Contractor agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Agency.

8. MOST FAVORED CUSTOMER

The fees, prices, warranties, terms and conditions granted by Contractor to Agency must be comparable to or better than those offered by Contractor to all of its other customers who contract for similar services under substantially similar terms or conditions to those set forth in the Contract. If Contractor implements a general license fee or price reduction or makes available generally more favorable terms or conditions with respect to the Services, Contractor shall grant Agency the benefit of such new fees, prices, warranties, terms and conditions on the date the change becomes effective. Donations of software, equipment or services to charitable, nonprofit, or governmental entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, will not be considered contracts, sales, or arrangements with other governmental units or commercial customers that trigger the application of this section.

9. LICENSE

9.1 Grant of License. During the Service Period, Contractor hereby grants to Agency the non-transferable, non-exclusive, fully-paid right to access and use the content included in the Services (including but not limited to all content listed in Exhibit B and related search capabilities) ("Licensed Content") and the Software, via telecommunications, network, or Web-based connections, for internal business purposes (including but not limited to downloading, displaying, viewing, printing, and/or making limited paper or electronic copies and derivative works of content or portions thereof), and to make the Licensed Content and the Software available, through similar means, for educational purposes and personal non-commercial use (including but not limited to downloading, displaying,

viewing, printing, and/or making limited paper or electronic copies and derivative works of content or portions thereof) by Authorized Users. Agency shall not use the Licensed Content as a component of, or a basis for, a directory, database, or other publication prepared for sale, exchange, barter or transfer, rent, lease, loan, resell for profit, distribute, alter or in any other manner commercially exploit any data or documentation received from the Licensed Content.

9.2 Limitation on Grant of Rights. Certain specific rights and related limitations on the use of the Licensed Content, falling within the scope of the license granted by Section 9.1, are set forth below:

- 9.2.1** Authorized Users may use the Licensed Content in digital reference services without restriction, as long as the use is not for commercial gain and the text is transmitted through links to the existing interface or PDFs/emails originally generated using the Licensed Content. To facilitate access, Contractor shall not require authentication on content sent through RSS or Search Alerts.
- 9.2.2** Authorized Users may incorporate parts of the Licensed Content in electronic course packs and electronic reserve collections and distribute (which, for purposes of this Contract, shall not be considered commercial sale or distribution) to libraries for their use in connection with classroom instruction and in reserves (print or digital) set up by libraries for access in connection with specific courses.
- 9.2.3** The Licensed Content defined through this Contract may be used for the purpose of fulfilling Interlibrary Loan requests in accordance with the Interlibrary Loan provision of section 108 of the US Copyright Law and the CONTU Guidelines.
- 9.2.4** Authorized Users may provide electronic links to the Licensed Content from Agency's web page(s). Contractor will assist Agency upon request in creating such links effectively. Agency shall make changes in the appearance of such links and/or statements accompanying such links as reasonably requested by Contractor.
- 9.2.5** Authorized Users who remotely access the Licensed Content may do so from home or another location, provided, that proper security procedures are undertaken by the Agency that will prevent remote access by unauthorized users. Agency shall take reasonable precautions to limit the usage of the Licensed Content to those specifically authorized by this Contract and shall use reasonable efforts to inform its Authorized Users of the provisions of this license. Agency agrees to notify Contractor if it becomes aware of any of the following: (a) any loss or theft of Agency's passwords(s); (b) any unauthorized use of any of Agency's passwords(s) to access the Licensed Content; or (c) any breach by an Authorized User of the terms of this license. Upon becoming aware of any unauthorized use of the Licensed Content, Agency agrees to notify and work with Contractor to correct such practices. Notification of claims of copyright infringement regarding materials available or accessible on, through, or in connection with Contractor's Services may be sent to:

Attn: Kheil McIntyre
LearningExpress
80 Broad Street, 4th floor
New York, NY 10004

9.3 Warranty. Except for the specific rights granted herein, all right, title and interest, including copyrights to the Licensed Content and Software, are owned exclusively by

Contractor and its licensors. Through this Contract Agency obtains certain limited rights to the Licensed Content and Software, but Agency does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with such Licensed Content or Software. All such copyrights and intellectual property rights remain the property of Contractor and its licensors. Contractor warrants to Agency and Authorized Users, that the use of the Licensed Content and Software in accordance with this license does not infringe the copyright or any other proprietary or intellectual property rights of any person. Contractor further warrants to Agency and Authorized Users that it owns and has the right to make available the Licensed Content and Software to Agency and Authorized Users under the terms and conditions of this Contract.

9.4 Rights on Termination. The following provisions shall apply upon termination of the Contract:

9.4.1 Agency shall immediately cease to distribute or make available the Licensed Content to Authorized Users, and shall destroy all Licensed Content locally mounted;

9.4.2 If the Contract is terminated prior to the end of the Service Period, Contractor shall forthwith credit to Agency the portion of the semiannual fee that represents the paid but unexpired part of the Service Period.

10. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

10.1 Contractor has the power and authority to enter into and perform this Contract;

10.2 This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

10.3 Contractor will, at all times during the Service Period, be qualified to do business in the State of Oregon, professionally competent and duly licensed (where necessary) to perform the Services;

10.4 Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided by Contractor under this Contract meet the highest standards prevalent in the industry or business most closely involved in providing the Services;

10.5 The Services provided to Agency will conform to the specifications and requirements of the Contract and to Contractor's published documentation and such documentation will be delivered to Agency with the commencement of the Services;

10.6 The Services will be suitable for the operating environment in which they are installed, will not adversely affect the functions or operations of any other hardware or software known to Contractor to interface with the Services, and will operate on the hardware on which installed in conformance with the technical specifications and functional requirements set forth in this Contract;

10.7 Contractor is not in violation of, charged with, nor to the best of Contractor's knowledge, under any investigation with respect to violation of any provision of any federal, state or

local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services will not violate any such law, ordinance, regulation or order; and

- 10.8** The Services provided by Contractor to Agency under the Contract will not infringe, nor will the use of such Services, in accordance with the terms and conditions of this Contract, infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party.

Contractor's warranties provided in this section are in addition to and not in lieu of any other warranties provided at law or elsewhere in this Contract. All warranties provided for in this Contract are cumulative, are consistent and not in conflict, are intended to be given full force and effect and are to be interpreted expansively to give the broadest warranty protection to DAS PS and Agency.

11. RECORDS MAINTENANCE AND ACCESS

Contractor shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to the Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that State and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to Contractor's fiscal records and other books, documents, papers, plans and writings as related to this Contract to perform examinations and audits and make excerpts and transcripts, to ensure that Contractor is complying with all terms and conditions of the Contract. Contractor shall retain and keep accessible all such fiscal records, books and documents for six (6) years, or such longer period as may be required by applicable law, following final payment and termination of the Contract, or until conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever is later.

12. INDEMNITIES

- 12.1 GENERAL INDEMNITY.** CONTRACTOR SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED USERS, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES OF ANY NATURE WHATSOEVER RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT ("INDEMNITY CLAIMS"); PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INDEMNITY CLAIM AND REASONABLE ASSISTANCE, AT CONTRACTOR'S EXPENSE, IN THE DEFENSE THEREOF.
- 12.2 INTELLECTUAL PROPERTY INDEMNITY.** WITHOUT LIMITING THE GENERALITY OF SECTION 12.1, CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE AND ITS AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED USERS, AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES OF ANY NATURE RESULTING FROM, ARISING OUT OF, OR RELATING TO ANY CLAIM THAT THE USE OF THE SOFTWARE, SERVICES, OR LICENSED CONTENT IN ACCORDANCE WITH THIS CONTRACT INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS,

MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT ("INTELLECTUAL PROPERTY RIGHTS") OF ANY THIRD PARTY ("INFRINGEMENT CLAIMS"); PROVIDED, THAT STATE SHALL PROVIDE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.

IF CONTRACTOR, IN ITS SOLE DISCRETION, BELIEVES AT ANY TIME THAT THE USE OF THE SOFTWARE, SERVICES, OR LICENSED CONTENT INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, CONTRACTOR MAY, AT ITS OWN EXPENSE AND OPTION AND UPON RECEIPT OF STATE'S PRIOR WRITTEN CONSENT, REPLACE AN INFRINGING ITEM WITH A NON-INFRINGING ITEM THAT MEETS OR EXCEEDS THE PERFORMANCE AND FUNCTIONALITY OF THE REPLACED ITEM. IF CONTRACTOR IS UNABLE TO REPLACE AN INFRINGING ITEM OR MODIFY IT TO MAKE IT NON-INFRINGING, AND AS A RESULT, STATE DETERMINES, IN ITS SOLE DISCRETION, THAT THE REMAINING NON-INFRINGING ITEMS OF THE SOFTWARE, SERVICES, OR LICENSED CONTENT DO NOT CONFORM TO THE SPECIFICATIONS AND WARRANTIES AS SET FORTH IN THIS CONTRACT, CONTRACTOR SHALL BE LIABLE TO STATE FOR ANY DAMAGES RESULTING THEREFROM IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND APPLICABLE LAW.

- 12.3** CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY INDEMNITY CLAIM OR INFRINGEMENT CLAIM, BUT NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE INDEMNITY CLAIM OR INFRINGEMENT CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OREGON ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT IT DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, CONTRACTOR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE OR IT IS IN THE BEST INTERESTS OF THE STATE OR OREGON TO DO SO.

13. LIMITATION OF LIABILITY

NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

14. EVENTS OF DEFAULT

14.1 Default by Contractor. Contractor shall be in default under this Contract if:

- 14.1.1** Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 14.1.2** Contractor no longer holds a license or certificate that is required for Contractor to perform the Services and Contractor has not obtained such license or certificate within ten (10) business days after delivery of DAS PS 's notice or such longer period as DAS PS may specify in such notice; or

14.1.3 Contractor commits any material breach or default of any covenant, warranty, obligation, or certification under this Contract, fails to perform the Services or deliver the Software or Licensed Content under the Contract in conformance with the specifications, warranties, and requirements provided herein, fails to cure Software performance failures promptly and within the time, if any, specifically established for such performance or such cure in this Contract, or so fails to perform the Services or deliver the Software or Licensed Content as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of DAS PS's notice or such longer period as DAS PS may specify in such notice.

14.2 Default by Agency. Agency shall be in default under this Contract if:

14.2.1 Agency fails to pay Contractor any amount pursuant to the terms of this Contract, and Agency fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

14.2.2 Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

15. REMEDIES FOR DEFAULT

15.1 DAS PS and Agency Remedies. In the event Contractor is in default, DAS PS or Agency may pursue any or all remedies under this Contract or available at law or in equity, including:

15.1.1 termination of this Contract;

15.1.2 withholding all monies due for Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

15.1.3 initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

15.1.4 exercise of its right to setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default, then the rights and obligations of the parties shall be as if DAS PS terminated this Contract under section 16.1.

15.2 Contractor Remedies. In the event DAS PS terminates the Contract under section 16.1 or in the event Agency is in default and whether or not Contractor elects to exercise its right to terminate the Contract, Contractor's sole monetary remedy will be a claim for unpaid invoices for Services provided, Services provided, but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall refund any excess to Agency upon written demand.

16. TERMINATION

- 16.1 DAS PS Right to Terminate upon Notice.** DAS PS may, at its sole discretion, terminate this Contract upon thirty (30) days' prior written notice by DAS PS to Contractor.
- 16.2 DAS PS Right to Terminate for Cause.** In addition to any other rights and remedies, DAS PS may terminate this Contract immediately if:
- 16.2.1** Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the licensing of the Software or the Licensed Content or the performance of Services under this Contract is prohibited or Agency is prohibited from paying for such Software or Licensed Content or for the performance of Services, from the planned funding source; or
 - 16.2.2** Agency fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for Services; or
 - 16.2.3** Contractor is in default under this Contract.
- 16.3 Proration of Annual Fee.** If this Contract is terminated under Section 16.1 or 16.2 after payment of the annual fee for the year, the fee shall be prorated and Contractor shall promptly refund to Agency any unearned portion of the annual fee based on the date of Contract termination and the service year commencement date of November 1.
- 16.4 Contractor Right to Terminate for Cause.** Contractor may terminate this Contract if Agency is in default under this Contract.

17. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to this Contract: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) Executive Order 11246, as amended; (d) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (f) ORS Chapter 659 and 659A, as amended; and (g) all regulations and administrative rules established pursuant to the foregoing laws. All requirements of federal and state civil laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. DAS PS's and Agency's performance under the Contract is conditioned upon Contractor's compliance with the provisions of 279B.220, 279B.230, 279B.235, and 279B.270, which are incorporated by reference herein.

18. TAXES, FEDERAL AND LOCAL

Contractor shall pay any taxes that may be due as a result of this Contract, whether federal, state or local. The fees include all taxes.

19. INDEPENDENT CONTRACTOR STATUS, RESPONSIBILITY FOR TAXES AND WITHHOLDING

Contractor shall perform all Services as an independent contractor. Although Agency and DAS PS have the right to (i) determine the delivery schedule for the Services to be performed and (ii) to evaluate the quality of the completed performance, DAS PS and Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services required by this Contract. Contractor certifies, represents and warrants that Contractor is an independent contractor of DAS PS and Agency under all applicable State and federal law. Contractor is not an "officer", "employee", or "agent", as those terms are used in ORS 30.265, of State, DAS PS or Agency. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under the Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amounts(s) to cover Contractor's federal or state tax obligations. Contractor will not be eligible for any federal social security, unemployment insurance, workers' compensation or Public Employees' Retirement System benefits from the compensation or payments paid to Contractor under this Contract. Contractor certifies that (a) it is not an employee of the State of Oregon, (b) if Contractor is currently performing work for the State or the federal government, Contractor's work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's contracting agency (state or federal) would prohibit Contractor's work under this Contract; and (c) if this payment is to be charged against federal funds, it is not currently employed by the federal government.

20. PRIME CONTRACTOR RESPONSIBILITIES

Unless otherwise agreed, Contractor shall assume responsibility for delivery, installation, and maintenance of all Services, whether Contractor is manufacturer, producer, or supplier of the Services.

21. CONTRACTOR PERSONNEL

Contractor shall exercise due care to choose and manage its personnel and ensure that permitted subcontractors choose and manage their personnel so that only suitable responsible, professionally competent, and disciplined representatives shall be operating in State agency areas, many of which have sensitive and critical activities.

22. INSURANCE

22.1 REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact business and issue coverage in this state and that are acceptable to Agency.

22.1.1 WORKERS COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, that employ subject workers, as defined by applicable law shall provide workers' compensation insurance coverage for workers, unless exempt by applicable law. If Contractor is a subject employer, as defined by applicable law, Contractor shall obtain employers' liability in the amount of not less than \$500,000 for bodily

injury by accident or disease. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

22.1.2 COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to agency in an amount of not less than \$1,000,000 per occurrence. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

22.1.3 AUTOMOBILE LIABILITY. Automobile Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to Agency in an amount not less than \$1,000,000 per occurrence. This insurance shall cover all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Coverage shall be written on an occurrence basis.

22.2 ADDITIONAL INSURED. The commercial general liability insurance and automobile liability insurance required under this Contract shall include the state of Oregon, its officers, employees and agents as additional insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

22.3 TAIL COVERAGE. If the required professional liability insurance is written as a claims made policy, Contractor shall either maintain tail coverage or continuous claims made liability coverage, provided the effective date of the coverage is on or before the Effective Date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain tail coverage and if the maximum time period tail coverage is reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain tail coverage for the maximum time period that tail coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency's request, certification of the coverage required under this section.

22.4 CERTIFICATE(S) OF INSURANCE. Contractor shall provide to Agency certificate(s) of insurance for all required insurance before delivering any goods and performing any services required under this Contract. The certificate(s) must specify all entities and individuals who are endorsed on the policy as additional insured (or loss payee). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Contractor shall immediately notify Agency of any change in insurance coverage.**

23. FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay was caused by acts or events beyond its reasonable control, including without limitation acts of God, acts of civil or military authority, fires, floods, earthquakes or other natural disasters, war, riots, or strikes. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

24. SUBCONTRACTORS AND ASSIGNMENT

Contractor shall not enter into any subcontracts for any of the Services required by this Contract or assign this Contract or assign or transfer any interest therein without DAS PS's prior written consent. DAS PS's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract will be binding upon and inure to the benefit of the parties to the Contract and their respective successors and permitted assigns.

25. NOTICES

Except as otherwise expressly provided in this Contract, all notices to be given hereunder shall be given in writing by personal delivery, e-mail, or mailing the same, postage prepaid, to Contractor or Agency at the address set forth below, or to such other addresses as either party may indicate pursuant to this section. Any notice so addressed and mailed by regular mail shall be deemed received and effective three days after the date of mailing. Any notice delivered by e-mail shall be deemed received and effective when the recipient confirms receipt by replay e-mail. Any communication or notice given by personal delivery shall be deemed received and effective when actually delivered to the addressee.

25.1 Contractor: Kheil McIntyre – kmcintyre@ebSCO.com
LearningExpress, LLC/an EBSCO Company
80 Broad Strett, 4th floor
New York, NY 10004

25.2 Agency: Arlene Weible – arlene.weible@state.or.us
Oregon State Library
250 Winter St NE
Salem, OR 97301

With copies to:

Susan Westin – susan.b.westin@state.or.us
Oregon State Library
250 Winter St NE
Salem, OR 97301

DAS PS: As listed on the award summary in ORPIN

26. GOVERNING LAW; VENUE; JURISDICTION

This Contract is governed by and construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DAS PS or Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract will be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, that if such action must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh

Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT(S).

27. RECYCLABLE PRODUCTS

To the extent economically feasible, Contractor shall use recyclable products, including recycled paper (as defined in ORS 279A.010 (1) (gg)), recycled PETE products (as defined in ORS 279A.010 (1) (hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010 (1) (ii)).

28. AGENCY PAYMENTS OF CONTRACTOR CLAIMS

If Contractor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to Contractor or subcontractor by any person in connection with the Services, Agency may, but is not obligated to, pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this Contract. The payment of a claim by Agency pursuant to this paragraph will not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claim.

29. NO THIRD PARTY BENEFICIARIES

State and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract. Specifically, but without limiting the generality of the preceding sentence, Authorized Users are not intended beneficiaries of the terms of this Contract and have no right to enforce its terms against State or Contractor.

30. AWARD TO FOREIGN CONTRACTOR

If the amount of this Contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide the Oregon Department of Revenue all information required by that department relative to this Contract. Agency may withhold final payment under this Contract until Contractor has met this requirement.

31. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions is not affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

32. COUNTERPARTS

This Contract may be executed in several counterparts, all of which when taken together constitute one contract binding on all the parties, even though not all parties signed the same counterpart. Each copy so executed constitutes an original.

33. ENTIRE AGREEMENT

This Contract is the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, amendment or change of terms binds either party unless in writing and signed by DAS PS and Contractor, and any necessary Oregon Department of Justice approval has been obtained. State's failure to enforce any provisions of the Contract is not a waiver or relinquishment of State's right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

34. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in Contractor's performance of its obligations under this Contract.

35. SURVIVAL

Except as otherwise set forth herein, the provisions of Sections 7, 9.4, 11, 12, 13, 16.3, 25, 26, and 34, remedies arising from a party's default hereunder, and other provisions of this Contract which by their express terms or context are intended to survive, shall survive the termination or expiration of this Contract.

36. CERTIFICATIONS

The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor; (b) to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts; (c) Contractor has provided its correct Tax Identification Number to Agency; (d) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (e) the undersigned is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the undersigned's knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620; (f) Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/tlstdn.pdf>; and (g) Contractor is not a nonresident alien as defined in 26 USC Section 7701(b)(1).

37. CONTRACT AMENDMENTS

As agreed by the parties, this Contract may be amended, without further solicitation, as set forth below.

37.1 The parties may need to modify selected terms, conditions, price(s) and types of work under circumstances related to the following illustrative, although not exhaustive, categories of amendments:

37.1.1 Amendments to extend the Service Period;

37.1.2 Amendments to increase or decrease the quantity of Services;

37.1.3 Amendments to add new services within the scope of the solicitation under which this Contract was awarded.

37.1.4 Amendments to increase or decrease the maximum, not-to-exceed compensation payable to Contractor.

37.1.5 Amendments to purchase products and/or services within the scope of the solicitation, under which this Contract was awarded, for up to three (3) years, or more if mutually agreed upon, following the expiration of the Service Period, for the purpose of completing any activities within the scope of the solicitation.

37.2 All amendments must be in writing and signed by all approving parties before becoming effective. Only DAS PS has the authority to execute changes, notices or amendments to the Contract on behalf of State.

38. SIGNATURES

LEARNINGEXPRESS, LLC

[Handwritten Signature]

Signature

Keith McIntyre

Printed Name

General Manager & COO

Title

9/30/15

Date

OREGON STATE LIBRARY

MaryKay Dahlgreen

Signature

MaryKay Dahlgreen

Printed Name

State Librarian

Title

10/1/15

Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES

[Handwritten Signature]

Signature

Toby Giddings

Printed Name

State Procurement Analyst

Title

10/1/15

Date

DEPARTMENT OF JUSTICE

Approved via email

Signature

David Elott

Printed Name

AAG

Title

9-25-2015

Date

EXHIBIT A
STATEMENT OF WORK
Online Testing and Skills Building Services

1. GENERAL INFORMATION AND OVERVIEW

This contract is for online testing and skills building services for use by Oregon not-for-profit libraries and their users. In accordance with ORS 357.206, Agency is authorized to facilitate the statewide licensing of electronic resources for use by public, school, academic, and tribal libraries, and their users. OAR Chapter 543, Division 60 establishes a database subsidy program to assist eligible libraries to participate in the statewide database licensing activities. Additional information about the program is available on the Agency website: <http://www.oregon.gov/osl/LD/Pages/technology/sdip/index.aspx> A list of current program participants can be found in Exhibit C (Participating Libraries). Agency's database program is primarily funded by the Library Services and Technology Act (LSTA).

The Contractor shall provide and, on behalf of public, school, tribal and academic libraries across the State of Oregon, the Agency will subscribe to the following services: **LearningExpress Library**, **Popular Software Tutorials**, **Job & Career Accelerator**, and **Computer & Internet Basics**, as further described in Exhibit B (Title Matrix).

2. CONTRACTOR'S RESPONSIBILITIES

- 2.1 The Contractor shall provide Authorized Users with non-exclusive on-line access to and use of the services listed in Exhibit B (collectively "Services").
- 2.2 The Contractor shall deliver the Services with content that is consistent with the historical practice but in no event with fewer resources than those set forth in Exhibit B. Contractor shall communicate in accordance with Section 2.12 below, changes to the content of the Services. If Contractor reduces the number of resources or alters the mix of resources in the Services in a way that makes the Services substantially less useful to Authorized Users, then Contractor shall negotiate with Agency and come to a mutual agreement in reduction of the annual fee.
- 2.3 The Contractor shall provide Agency's Authorized Users unlimited access to the Services.
- 2.4 The Contractor shall make reasonable efforts to ensure uninterrupted online access to and continuous availability to the Services to Authorized Users in accordance with this Contract, and to restore access as promptly as possible in the event of an interruption or suspension of the Services which is not attributable to any third-party service provider over which Contractor has no control. Contractor may schedule brief unavailability periods, but will do so only where (a) it has provided at least 48 hours advance notice and (b) in ways and at times that minimize inconvenience to Authorized Users.
- 2.5 The Contractor shall provide the Agency with any enhancements, updates, replacements, revisions, additions or conversions to the Services, including access to descriptive documentation.

2.6 Contractor may not include any advertising in the Services.

2.7 AUTHENTICATION AND REMOTE ACCESS:

2.7.1 Contractor shall confer with the Agency, or individual Participating Libraries as needed, to establish an appropriate user authentication mechanism, and will provide support for emerging authentication standards. Contractor shall describe and work together with a Participating Library to inform and assist with any software that is needed to enable the Contractor to accept user authentication credentials from the library.

2.7.2 Contractor's authentication mechanisms for Authorized Users, including on-site and remote access, shall include:

- Authentication Token URL
- Barcode (library card number/Coda bar)
- IP Authentication (Local IP, Proxy Server, and Geo IP)
- SAML 2.0 Single Sign-On
- Username/Password

2.8 MACHINE READABLE CATALOG (MARC) RECORDS:

Contractor shall provide Participating Libraries with MARC records for the products in the Services that are AACR2 or RDA compliant, following LC standards, and encoded according to current MARC21 formats.

2.9 TRAINING AND USER SUPPORT:

2.9.1 Based on Agency and Contractor's joint assessment of training needs for all Participating Libraries, Contractor shall provide, at no additional cost, a minimum of 6 webinar training sessions per year. Based on the initial and ongoing evaluations of training needs, Contractor and Agency will jointly determine dates, times, and content for the training sessions. Training sessions will be archived and made accessible to Participating Libraries.

2.9.2 Contractor shall provide training materials for Authorized Users to be accessible on Contractor's web site. Contractor's Services shall include context-sensitive help guides written at levels appropriate for the range of Authorized Users.

2.9.3 Contractor shall provide the following assistance with Agency's public information campaign to ensure that Authorized Users are aware of electronic products offered by Participating Libraries to the people of the State. Such assistance may include, as requested by Agency:

- Printed posters, bookmarks and product sheets that may be customized with Agency's or Participating Libraries' branding.
- Press release templates to announce new resources and enhancements to existing resources, including sample text for promotion on social media platforms.

- Web site marketing guides, icons, and sample text by subject matter for online promotion.

2.10 TECHNICAL SUPPORT

Contractor shall provide toll free technical support lines staffed by individuals with knowledge of the Services' application and content. Contractor's technical support staff shall be available by phone and email during Business Hours to respond to any Authorized User support requests. Contractor's technical support staff will respond to requests within one business day.

2.10.1 Technical Support may be accessed as follows:

Phone: 1-800-295-9556
Email: libraries@learningexpressllc.com

2.11 REPORTING. Contractor shall provide Participating Library and statewide usage statistics via its dedicated report web site (<http://reports.learningexpressllc.com>). The Agency and Participating Libraries will be issued an administrator username and password to the report web site upon request. Contractor will provide administrators the ability to download all statistics reports in Excel, PDF, or CSV files, and provide historical data for at least 3 years.

Contractor shall provide, at a minimum, the following usage data:

- Number of sessions and registrations
- Number of tests, tutorials, computer courses, and ebooks accessed
- Number of resumes and cover letters created
- Number of job searches and saved job searches

2.12 COMMUNICATION PLAN. Contractor shall communicate with Agency and Participating Libraries about down time, changes in content, and interface changes and other notifications via email and also display the information on the Services' web site.

2.13 TRANSITION PLAN. Contractor shall make Services available to the Agency for acceptance testing no later than October 1, 2015.

2.14 ACCESSIBILITY: Contractor's Services shall comply with current Web accessibility guidelines, including those of the World Wide Web Consortium (W3C) and Section 508 of the Rehabilitation Act of 1973 and shall avoid the use of technologies such as complex HTML tables that are difficult to make accessible. All images must have corresponding Alt Tags that can be used by assistive technologies.

2.15 PROTECTION OF AUTHORIZED USER PRIVACY. All information on Authorized Users that Contractor or its employees or agents are exposed to or acquire in the course of delivering Services under this Contract is Confidential Information of Agency and, as such is subject to Section 7 of this Contract, including but not limited to, the provision restricting use of Confidential Information to the performance of this Contract.

2.15.1 IP Addresses. As necessary for performance of this Contract, Contractor may use IP addresses to identify and authenticate Authorized Users, to help diagnose problems with Contractor's server, and to administer Contractor's web site.

2.15.2 Cookies. Services may use a persistent cookie to store "InfoMarks," a method of sending and receiving research material between subscribers, which may be sent and received by users of the system via e-mail or other means of transmission. Contractor may also use a permanent cookie when a subscriber requests a specific type of authentication. All other cookies created by Contractor products shall be non-persistent, and shall be deleted when the user closes the browser. None of the cookies created by Contractor shall store any information about an Authorized User, nor shall Authorized User information be solicited for any reason.

2.15.3 Customer Contact Information. Contractor's web site may use an order form for Authorized Users to request information, products, and services. Contractor may collect Authorized Users' contact information for purposes of fulfilling the request.

2.15.4 Contractor's privacy policy must be consistent with Section 7 of the Contract and available on its website.

Exhibit B: Title Matrix

LIST OF SERVICES	COST
LearningExpress Library™	\$117,452
An interactive test and skills preparation site with interactive skill-building courses, instantly scored practice tests, practice exams and courses, and eBooks for students and adults.	
Popular Software Tutorials	\$24,642
A collection of today's most popular software applications tutorials in Microsoft Office and Adobe Design suite Courses include versions of MS Word, MS Excel, MS PowerPoint, MS Access, Outlook, Adobe Photoshop, and more.	
Job & Career Accelerator	\$33,333
An online resource for job seekers that provides millions of Job listings, cutting edge job search and resume tools, occupation exploration and extensive guidance to help people overcome the challenging task of getting a job.	
Computer & Internet Basics	\$6,667
A collection of interactive multimedia tutorials covering the basics of the computer, Internet, e-mail and social networking concepts.	
TOTAL	\$182,094

Exhibit C: PARTICIPATING LIBRARIES

Oregon Statewide Database Licensing Program (SDLP) Participants (2015)	
Birthingway College Library	Academic Section - OSL1
Blue Mountain Community College	Academic Section - OSL1
Central Oregon Community College	Academic Section - OSL1
Chemeketa Community College - Main	Academic Section - OSL1
Clackamas Community College	Academic Section - OSL1
Clatsop Community College - Badollet Library	Academic Section - OSL1
Columbia Gorge Community College	Academic Section - OSL1
Concordia University	Academic Section - OSL1
Corban University	Academic Section - OSL1
Eastern Oregon University	Academic Section - OSL1
Everest College Library	Academic Section - OSL1
George Fox University	Academic Section - OSL1
Klamath Community College	Academic Section - OSL1
Lane Community College Library	Academic Section - OSL1
Lewis and Clark College	Academic Section - OSL1
Linfield College	Academic Section - OSL1
Linn-Benton Community College	Academic Section - OSL1
Marylhurst University	Academic Section - OSL1
Mt Hood Community College	Academic Section - OSL1
National College of Natural Medicine	Academic Section - OSL1
New Hope Christian College	Academic Section - OSL1
Northwest Christian University	Academic Section - OSL1
Oregon Coast Community College	Academic Section - OSL1
Oregon College of Oriental Medicine	Academic Section - OSL1
Oregon Health & Science University	Academic Section - OSL1
Oregon Institute of Technology Libraries	Academic Section - OSL1
Oregon State University	Academic Section - OSL1
Pacific Northwest College of Art	Academic Section - OSL1
Pacific University Library	Academic Section - OSL1
Portland Community College	Academic Section - OSL1
Portland State University	Academic Section - OSL1
Reed College	Academic Section - OSL1
Rogue Community College	Academic Section - OSL1
Southern Oregon University	Academic Section - OSL1
Southwestern Oregon Community College	Academic Section - OSL1
Tillamook Bay Community College	Academic Section - OSL1
Treasure Valley Community College Library	Academic Section - OSL1
Umpqua Community College Library	Academic Section - OSL1
University of Oregon	Academic Section - OSL1
University of Portland	Academic Section - OSL1
University of Western States	Academic Section - OSL1
Warner Pacific College	Academic Section - OSL1
Western Oregon University	Academic Section - OSL1
Western Seminary	Academic Section - OSL1
Western States Chiropractic College	Academic Section - OSL1
Willamette University	Academic Section - OSL1
Oregon Career Information Systems	Job Center Section - OSL4
Career Information Systems	K-12 Section - OSL3
Jefferson High School	K-12 Section - OSL3
Oregon School Library Information System	K-12 Section - OSL3
Spray Public - School Library	K-12 Section - OSL3
Willamette High School College & Career Center	K-12 Section - OSL3

Adams Public Library	Public Section - OSL2
Agness Community Library District	Public Section - OSL2
Albany Public Library	Public Section - OSL2
Amity Public Library	Public Section - OSL2
Arlington Public Library	Public Section - OSL2
Astoria Public Library	Public Section - OSL2
Athena Public Library	Public Section - OSL2
Baker County Library District	Public Section - OSL2
Bandon Public Library	Public Section - OSL2
Banks Public Library	Public Section - OSL2
Beaverton City Library	Public Section - OSL2
Brownsville Community Library	Public Section - OSL2
Canby Public Library	Public Section - OSL2
Cedar Mill Community Library	Public Section - OSL2
Chemeketa Cooperative Regional Library Service	Public Section - OSL2
Chetco Community Public Library	Public Section - OSL2
Chinook Library Network	Public Section - OSL2
Clatskanie Library District	Public Section - OSL2
Cook Memorial Library	Public Section - OSL2
Coos Bay Public Library	Public Section - OSL2
Coos County Library Service District	Public Section - OSL2
Coquille Public Library	Public Section - OSL2
Cornelius Public Library	Public Section - OSL2
Corvallis Benton County Public Library	Public Section - OSL2
Cottage Grove Public Library	Public Section - OSL2
Creswell Library District	Public Section - OSL2
Crook County Library	Public Section - OSL2
Curry Public Library District	Public Section - OSL2
Dallas Public Library	Public Section - OSL2
Deschutes Public Library System	Public Section - OSL2
Dora Public Library	Public Section - OSL2
Douglas County Library System	Public Section - OSL2
Driftwood Public Library	Public Section - OSL2
Dufur School Community Library	Public Section - OSL2
Echo Public Library	Public Section - OSL2
Elgin Public Library	Public Section - OSL2
Emma Humphrey Library	Public Section - OSL2
Enterprise City Library	Public Section - OSL2
Estacada Public Library	Public Section - OSL2
Eugene Public Library	Public Section - OSL2
Fern Ridge Library District	Public Section - OSL2
Flora M. Laird Memorial Library	Public Section - OSL2
Forest Grove City Library	Public Section - OSL2
Fossil Public Library	Public Section - OSL2
Garden Home Community Library	Public Section - OSL2
Gilliam County Library	Public Section - OSL2
Gladstone Public Library	Public Section - OSL2
Grant County Library	Public Section - OSL2
Harney County Library	Public Section - OSL2
Harrisburg Public Library	Public Section - OSL2
Hazel M. Lewis Library	Public Section - OSL2
Helix Public Library	Public Section - OSL2
Hermiston Public Library	Public Section - OSL2
Hillsboro Public Library	Public Section - OSL2
Hood River County Library	Public Section - OSL2

iLearn	Public Section - OSL2
Independence Public Library	Public Section - OSL2
Tone Public Library	Public Section - OSL2
Jackson County Library Services	Public Section - OSL2
Jefferson County Library District	Public Section - OSL2
Jefferson Public Library	Public Section - OSL2
Joseph City Library	Public Section - OSL2
Josephine Community Library	Public Section - OSL2
Junction City Public Library	Public Section - OSL2
Kilns College Library	Public Section - OSL2
Klamath County Library	Public Section - OSL2
La Grande Public Library	Public Section - OSL2
Lake County Library District	Public Section - OSL2
Lake Oswego Public Library	Public Section - OSL2
Lakeside Public Library	Public Section - OSL2
Langlois Library District	Public Section - OSL2
Lebanon Public Library	Public Section - OSL2
Ledding Library	Public Section - OSL2
Libraries in Clackamas County	Public Section - OSL2
Libraries of Oregon	Public Section - OSL2
Library Information Network of Clackamas County	Public Section - OSL2
Linn Libraries Consortium	Public Section - OSL2
Lyons Public Library	Public Section - OSL2
Mary Gilkey Public Library	Public Section - OSL2
McMinnville Public Library	Public Section - OSL2
Milton-Freewater Public Library	Public Section - OSL2
Molalla Public Library	Public Section - OSL2
Monmouth Public Library	Public Section - OSL2
Mount Angel Abbey	Public Section - OSL2
Mount Angel Public Library	Public Section - OSL2
Multnomah County Library	Public Section - OSL2
Newburg Public Library	Public Section - OSL2
Newport Public Library	Public Section - OSL2
North Bend Public Library	Public Section - OSL2
North Plains Public Library	Public Section - OSL2
North Powder City Library	Public Section - OSL2
Nyssa Public Library	Public Section - OSL2
Oak Ridge Public Library	Public Section - OSL2
Ontario Community Library	Public Section - OSL2
Oregon City Public Library	Public Section - OSL2
Oregon State Library	Public Section - OSL2
Oregon Trail Library District	Public Section - OSL2
Pendleton Public Library	Public Section - OSL2
Pilot Rock Public Library	Public Section - OSL2
Port Orford Public Library	Public Section - OSL2
Rainier City Library	Public Section - OSL2
Sage Library System	Public Section - OSL2
Salem Public Library	Public Section - OSL2
Sandy Public Library	Public Section - OSL2
Scappoose Public Library	Public Section - OSL2
Scio Public Library	Public Section - OSL2
Seaside Public Library	Public Section - OSL2
Sheridan Public Library	Public Section - OSL2
Sherman County Public/School Library	Public Section - OSL2
Sherwood Public Library	Public Section - OSL2

Siletz Public Library	Public Section - OSL2
Silver Falls Library District	Public Section - OSL2
Siuslaw Public Library	Public Section - OSL2
Southern Wasco County Library	Public Section - OSL2
Springfield Public Library	Public Section - OSL2
St. Helens Public Library	Public Section - OSL2
Stanfield Public Library	Public Section - OSL2
State Employee Information Center	Public Section - OSL2
Stayton Public Library	Public Section - OSL2
Sweet Home Public Library	Public Section - OSL2
The Confederated Tribes of Grand Ronde Library	Public Section - OSL2
The Dalles-Wasco County Library	Public Section - OSL2
Tigard Public Library	Public Section - OSL2
Tillamook County Library	Public Section - OSL2
Toledo Public Library	Public Section - OSL2
Tualatin Public Library	Public Section - OSL2
Umatilla County Special Library District: Ukiah Public School Li	Public Section - OSL2
Umatilla District Office	Public Section - OSL2
Umatilla Public Library	Public Section - OSL2
Union Carnegie Public Library	Public Section - OSL2
Union County Library District Project	Public Section - OSL2
Vernonia Public Library	Public Section - OSL2
Wagner Community Library	Public Section - OSL2
Waldport Public Library	Public Section - OSL2
Wallowa County Library	Public Section - OSL2
Wallowa Town Public Library	Public Section - OSL2
Warrenton Community Library	Public Section - OSL2
Wasco County Library Service District	Public Section - OSL2
Washington County Cooperative Library Services	Public Section - OSL2
West Linn Public Library	Public Section - OSL2
Weston Public Library	Public Section - OSL2
Willamina Public Library	Public Section - OSL2
Wilsonville Public Library	Public Section - OSL2
Woodburn Public Library	Public Section - OSL2
Yachats Public Library	Public Section - OSL2