City of Austin

Founded by Congress, Republic of Texas, 1839
P.O. Box 1088, Austin, Texas 78767-1088
Financial and Administrative Services Department

February 6, 2012

Mr. Patrick Kennedy
BiblioCommons, Inc.
461 King Street West, 3rd Floor
Toronto, Ont. M5V 1K4 Canada

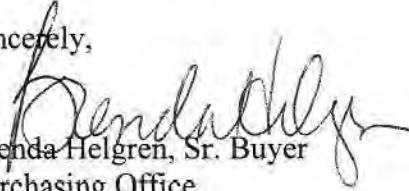Re: Discovery Layer Solution for the Austin Public Library On-line Catalog

Dear Mr. Kennedy:

The Purchasing Office has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	CTM
Department Contact Person:	Karen Torres
Department Contact Email Address:	karen.torres@austintexas.gov
Department Contact Telephone:	(512) 974-7752
Project Name:	Discovery Layer Solution for the Austin Public Library On-line Catalog
Contractor Name:	BiblioCommons, Inc.
Contract Number:	MA 5600 NA120000069
Contract Period:	01/23/12 – 01/22/13
Dollar Amount	$94,200.00 – 1st year
Extension Options:	4 12-month options
Requisition Number:	RQM 5600 11062000404
Solicitation Number:	MSO0058
Agenda Item Number:	34
Council Approval Date:	01/12/12

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-9141.

Sincerely,

Brenda Helgren, Sr. Buyer
Purchasing Office
Finance and Administrative Services Department
Enclosure

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
BIBLIOCOMMONS INC.
FOR
LIBRARY SUBSCRIPTION SERVICES

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and BiblioCommons Inc., a corporation constituted under the laws of the Province of Ontario, Canada ("Contractor" or "BiblioCommons"), having offices at 461 King Street West, 3rd Floor, Toronto, ON M5V1K4, Canada.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting through the implementation of the Service, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Beth Jefferson; Phone: 647-436-6381 X2001; Email: Beth@bibliocommons.com. The City's Contract Manager for the engagement shall be Karen Torres; 512-974-7752; Email: Karen.torres@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Services.** Contractor is the provider of certain services which replace the functions of existing online public access catalogues Online Public Access Computer (OPACs) of libraries and facilitate socially-enabled search and discovery, herein defined as the "Service". Contractor shall configure the Integrated Library System (ILS) with the Discovery Library Interface and the City of Austin Library's OPAC. Contractor shall also install the Spanish Interface.

2.3 **Definitions.**

"Authorized Patron" means a person who has a numbered library account with the City's library system and is authorized by City to use the Service;

"Business Day" means a day, other than a Saturday or a Sunday or statutory holiday in the jurisdiction of either Party;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, trademarks, integrated circuit topography, or plant breeders rights) or arising from protection of information as a trade secret, confidential information or common law trademark right;

"Privacy Statement" shall mean a statement of privacy practices that shall govern the collection, use and disclosure of Personal Information of Authorized Patrons, an example of which is attached as Schedule "D", and which may be amended by Contractor from time to time;

"Secure Personal Information" means personally identifiable information that is provided by a User in the registration process or personal account settings on the Service, or is transferred to the Service from the ILS, except that "Secure Personal Information" shall not include Shared Content or information an individual has consented to transmit or share through any means, for example and without limitation through service feedback or suggestions or an entry in any context that is by design publicly viewable;

"Service" means a range of services that is substantially in accordance with Schedule A;

"Technical Requirements" has the meaning assigned in Schedule C hereof;

"Term" has the meaning assigned to it in Section 4.1 hereof;

"Terms of Use" shall mean the terms of use that govern the use by Authorized Patrons of the Service, an example of which is attached as Schedule "E", and which may be amended by Contractor from time to time;".

"User" means an Authorized Patron who has registered with Contractor to use the Service.

2.4   **Delivery of Service.** During the Term, Contractor shall make the Service available via the Internet to Authorized Patrons and grant to City a non-exclusive and non-transferable right to use the Service. Authorized Patrons are subject to and may be required to agree to the Terms of Use and Privacy Statement.

2.5   **Changes to the Service.** Contractor may, from time to time and at any time, in its sole discretion, introduce upgrades and updates to the Service that are consistent with the Service description at no additional charge.

2.6   **Maintaining Community Standards.** The Service allows Users to flag user-generated content they feel does not conform to the Terms of Use. When content is flagged three times, or as many times as may be determined by Contractor in its sole discretion, Contractor will immediately:

- Remove flagged content from public view; and
- Notify the User who contributed the content, and provide directions for appealing the removal.

Any appeals will be compiled and at least once each month Contractor will review any appeals to assess whether the removed content conforms with the Terms of Use in effect at the time of removal.

2.7   **Service Level.** Contractor will provide the Core Service in accordance with the service levels and remedies outlined in Schedule "B" Service Levels.

2.8   **Technical Requirements.** City will ensure that its ILS and its bibliographic and patron data meet minimum standards determined by Contractor, and are in effect at the time of the date of this Contract, attached and incorporated as Schedule "C" (the "Technical Requirements").

SECTION 3. COMPENSATION

3.1   **Contract Amount.** Contractor will be paid $30,000 upon successful configuration of the ILS in the City's library system and acceptance by the City. Upon review and acceptance of the systems, presentation of the Schedule A Core Service, and receipt of an invoice, City will pay Contractor $60,000 for the first year BiblioCore Subscription fee and $4,200 for the Spanish interface for a total not to exceed amount of $94,200 for the initial term of the Contract. Thereafter, the City will pay Contractor for on-going BiblioCore Subscription and Spanish Interface at a not-to-exceed amount of $67,571 for the first renewal option; $71,186 for the second renewal option; $75,065 for the third renewal option and $79,231 for the fourth renewal for a total not-to-exceed Contract amount of $387,252 for all fees and expenses. All fees will be paid in US Dollars. The yearly fees are detailed as follows; see Price Escalation clause in Section 3.6:

Services	Year 1	Year 2	Year 3	Year 4	Year 5
One Time Configuration	$30,000				
BiblioCore Subscription	$60,000	$60,000 + (CPI+3%*) + Exchange rate**	$60,000 + (CPI+3%*) + Exchange rate**	$60,000 + (CPI+3%*) + Exchange rate**	$60,000 + (CPI+3%*) + Exchange rate**
Spanish Interface	$4,200	$4,200 +(CPI+3%*) + Exchange rate**	$4,200 +(CPI+3%*) + Exchange rate**	$4,200 +(CPI+3%*) + Exchange rate**	$4,200 +(CPI+3%*) + Exchange rate**
Estimated Annual Total	$94,200	$67,571	$71,186	$75,065	$79,123
Running Total	$94,200	$161,770.50	$232,956.02	$308,021.15	$387,252.40

* Inflation - As measured by US consumer price index in the twelve months preceding the date that is three months before any renewal d
** Exchange rate of Canadian dollars per US dollar, as measured by the US Federal Reserve average for the 30 days prior to the Pricing

3.2   **Invoices.**

3.2.1   **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management
Attn:	Karen Torres
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2   Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3   Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4   Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3   **Payment.**

3.3.1   All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2   **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3   The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1   delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2   third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3   failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4   damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5   reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6   failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7   failure of the Contractor to comply with any material provision of the Contract.

3.3.4   Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5   Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4   **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5   **Travel Expenses.** There are no travel expenses authorized for this Contract.

3.6   **Economic Price Adjustment.**

3.6.1   Prices shown in this Contract shall remain firm for the first twelve (12) month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

3.6.2   Price Increases

3.6.2.1   Requests for price increases must be made in writing and submitted to the City's Contract Manager. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the Contract number, and include the following documentation:

3.6.2.1.1 An itemized, revised price list with the effective date of the proposed increase;

3.6.2.1.2 Copies of the documentation provided by the manufacturer regarding the proposed price increase if the Contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided.

3.6.2.1.3 Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index (the "Index") current as of the date of the Contract; and a copy of the index as of the Pricing Date as defined in Section 3.1.

3.6.2.1.4 Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the services provided. Prices for services unaffected by verifiable cost trends shall not be subject to change.

3.6.2.2 Requests for price increases must be made in writing and submitted to the City's Contract Manager not less than sixty (60) calendar days prior to each yearly anniversary date of the Contract. Prices will only be considered for an increase at that time. Once received, the City will have thirty (30) calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, the Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the Contract.

3.6.2.3 The proposed percentage change between the current Contract price and the requested price shall not exceed the Index plus three percent (3%).

3.6.2.4 Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the Contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above. In addition, in the event that the exchange rate of Canadian dollars per US dollar, as measured by the US Federal Reserve average for the thirty (30) days prior to the Pricing Date (the "Exchange Rate"), is less than 1.0198, the fees for the additional subscription year will be further increased by a ratio equal to the reciprocal of the Exchange Rate.

3.6.3   Price Decreases

3.6.3.1 Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.

3.6.3.2 Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have thirty (30) calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the Contractor, or terminate the Contract.

SECTION 4. TERM AND TERMINATION

4.1   **Term of Contract**. The Contract shall be in effect from the date signed by an authorized representative of the City and will remain in effect for an initial term of twelve (12) months from acceptance of the Integrated Library System with the Spanish Interface. Thereafter the Contract may be extended for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

> 4.1.1   Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2   **Right To Assurance**. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3   **Default**. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4   **Termination For Cause**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5   **Termination Without Cause**. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6   **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1   **Insurance.** The following insurance requirements apply.

5.1.1   General Requirements

5.1.1.1   The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2   The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3   The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4   The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5   The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6   The Contractor's and all subcontractors' insurance coverage shall be written by companies providing coverage in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.1.7   All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

    City of Austin
    Purchasing Office
    P. O. Box 1088
    Austin, Texas 78767

5.1.1.8   The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9   If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10   The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or

exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11   The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12   The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13   The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14   The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2   **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1   **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1   Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

5.1.2.1.2   Independent Contractor's Coverage

5.1.2.1.3   Products/Completed Operations Liability for the duration of the warranty period

5.1.2.1.4   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.1.2.1.5   Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

5.1.2.1.6   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

5.1.2.5   **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.1.2.6   **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability policy. A Waiver of Subrogation is issued in favor of the City of Austin for general liability."

5.2 **Equal Opportunity.**

 5.2.1   **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit A. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

 5.2.2   **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3   **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4   **Delays.**

 5.4.1   The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

 5.4.2   Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5   **Ownership of Intellectual Property Ownership.** As between Contractor and City, all rights, title and interest, including all Intellectual Property Rights, related to the Service, including software and documentation, including without limitation, any and all upgrades, updates, improvements, fixes, additions, enhancements, modifications and derivative works thereto, shall remain with Contractor. Nothing in this Contract shall grant to either Party any ownership or other intellectual property rights of the other Party other than as expressly set out in this Contract. Nothing in this Contract shall grant to either Party any ownership or any Intellectual Property Rights to content generated by Users in connection with their use of the Service.

5.6   **Control of Trade-Marks.** City acknowledges that "BiblioCommons" is a trade-mark of Contractor and shall not be used by City except as expressly provided in this Contract and otherwise only with the written consent of Contractor and in accordance with any trade-mark guidelines that may be provided by Contractor from time to time.

5.7   **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be

proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.8   **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1   **Warranty – Services.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

> 6.1.1   The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

> 6.1.2   Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

> 6.1.3   If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.2   **Warranty Disclaimer.** THE SERVICE AND ANY SOFTWARE PROVIDED IN CONNECTION WITH THE SERVICE IS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT ON AN "AS IS" BASIS AND CONTRACTOR AND ITS LICENSORS MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW OR OTHERWISE, REGARDING THE SERVICE PROVIDED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, TITLE, USAGE OF TRADE OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR MAKES NO WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE OR THAT IT WILL PRODUCE A DESIRED RESULT.

SECTION 7. MISCELLANEOUS

7.1   **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2   **Workforce.**

7.2.1   The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2   The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1   use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1   use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3   If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3   **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4   **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1   disposal of major assets;

7.4.2   any significant termination or addition of provider contracts;

7.4.3   the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.4   strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.5   reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.6   completed sale, merger, or acquisition;

7.4.7   any successful litigation filed by a member against the Contractor; or

7.4.8   significant change in market share or product focus.

7.5 **Right To Audit.**

7.5.1   The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor directly related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6   **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7   **Indemnity.**

7.7.1   Definitions:

7.7.1.1   "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1   damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2   death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2   "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2   THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.7.2   Limitation of Liability. Except for any claims of misappropriation of intellectual property, in no event shall either Party be liable for: (i) indirect, special, consequential, incidental or punitive losses, damages or expenses or lost profits or savings even if it has been advised of their possible existence; or (ii) aggregate liability under this Contract to the other Party exceeding the aggregate amount of the fees paid by City to Contractor during the twelve (12) month period immediately preceding the date of any such claim.

7.8   **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person

against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With a Copy to:
City of Austin, Purchasing Office	BiblioCommons Inc.	McInnes Cooper, Purdy's Wharf, Tower II
Attn: Contract Administrator	Attn: Patrick Kennedy	Attn: David Fraser
P O Box 1088	461 King Street West, 3rd Floor	1300-1969 Upper Water Street
Austin, TX 78767	Toronto, ON M5V 1K4 Canada	PO Box 730, Halifax, NS B3J 2V1, Canada

7.10 **Confidentiality.** The Parties acknowledge that, in the course of performance of their obligations under this Contract, each Party (a "Disclosing Party") may disclose Confidential Information to the other (a "Receiving Party"). Each Receiving Party shall hold such Confidential Information in trust for the sole benefit of the Disclosing Party. Each Receiving Party shall protect the other Party's Confidential Information from unauthorized dissemination, disclosure and use with the same degree of care that each such Party uses to protect and safeguard its own like information, but not less than a reasonable degree of care given the sensitivity and strategic value of such Confidential Information. Confidential Information shall be disclosed only to the employees and subcontractors of the Receiving Party who have a "need to know" and who have executed an internal nondisclosure agreement at least as restrictive as the terms of this Contract. A Receiving Party shall not disclose any Confidential Information to any third party without first obtaining the Disclosing Party's written consent to such disclosure unless such disclosure is required by law. A Receiving Party may further disclose Confidential Information to such Party's professional advisors in connection with the negotiation and performance of this Contract and in connection with the advisor's consideration of disclosures that may be required by law, provided such advisors are informed of the obligations of confidentiality. In the event that a Receiving Party is compelled to disclose a Disclosing Party's Confidential Information, in the course of litigation or otherwise, or a compelled disclosure is reasonably anticipated, the Receiving Party shall give immediate notice to the Disclosing Party of such fact and shall provide all reasonable cooperation to the Disclosing Party at the sole expense of the Disclosing Party in obtaining a protective order to prevent the disclosure of Confidential Information.

7.11 **Treatment of Patron-Contributed Data upon Termination.** In the event of a termination of this Contract or should a renewal agreement not be established after the Term (a "Parting"), Contractor shall provide at City's request and upon the payment of a cost-recovery fee that shall not exceed $2000, in .csv format or such other format that the Parties may agree upon, a transfer of all user-generated bibliographic annotations for use by City in association with an alternate service, provided by City itself or by a third party, that adheres to the Terms of Use and Privacy Statement. In addition, in the event of a Parting, City agrees that Contractor will send a customer service communication, subject to Library approval which shall not be unreasonably withheld, explaining the User's options and their implications through such transition, to all Users who have:
a) communicated or established connections with one or more persons who are registered users of a Contractor service;
b) initially approached the Service for registration through a website that is not affiliated with City;
c) subscribed to syndicated information from one or more persons who are registered users of a Contractor service; or
d) syndicated their information or content from Contractor to other websites.

Personally identifiable information on Contractor servers that is associated with Users who do not choose to continue their participation in a Contractor service will be deactivated within ninety (90) days of a Parting.

7.12   **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.13   **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14   **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15   **Prohibition Against Personal Interest In Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16   **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17   **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18   **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19   **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20   **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of

the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21   Dispute Resolution.

7.21.1   If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2   If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.22   Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.22.1   All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents.** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the internet at the following online address: **http://www.ci.austin.tx.us/purchase/standard.htm** .

7.29 **Interlocal Purchasing Agreements.**

7.29.1   The City has entered into Interlocal Purchasing Agreements with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible agencies that have an Interlocal agreement with the City.

7.29.2   The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal cooperative agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

BiblioCommons Inc.

By: _____
Signature

Name: Patrick Kennedy
Printed Name

Title: President

Date: January 19, 2012

City of Austin

By: _____
Signature

Name: Brenda Helgren
Printed Name

Title: Sr. Buyer

Date: 4/6/12

List of Exhibits and Schedules

Exhibit A	Non Discrimination Certification
Exhibit B	Functional and Technical Requirements of the City
Schedule A	Core Service Description
Schedule B	Service Levels and Remedies
Schedule C	Technical Requirements
Schedule D	Privacy Statement
Schedule E	Terms of Use

Exhibit A

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. MSO0058

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, provincial and local EEO laws and regulations applicable in its base of operations and agrees:

(B) (1)   Not to engage in any discriminatory employment practice defined in this chapter.

     (2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

     (3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

     (4)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

     (5)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, provincial and local EEO laws and regulations applicable in its base of operations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.
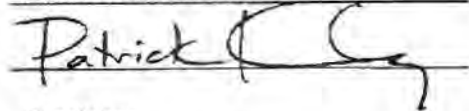
Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 19th day of January, 2012

CONTRACTOR	BiblioCommons Inc.
Authorized Signature	*Patrick*
Title	President

Exhibit B
Functional and Technical Requirements

Functional Requirements

BiblioCommons will provide:

- Reminders as an optional additional-cost supplementary Notifications module as detailed in this Agreement, including:
  - Ready for pickup
  - Overdue
  - Coming due soon,

  These are personalized (addressed to the recipient by name) and include a list of titles;
- My Account functionality that includes:
  § Checked out items,
  § Current holds, including status and preferred pickup location; Ready for pickup items are color-coded for easy identification,
  § Cancelled holds,
  § Fines, which can be linked to existing online fine payment systems, and
  § a "dashboard" that summarizes account info, including checked out and overdue items, holds ready for pickup, and outstanding fines, that shall be visible to logged-in users;
- programmatic access to APL data for export from the discovery layer;
- display of cover-images of library materials in the catalog;
- Client-side widgets to feature recent activity or staff lists on the library web site;
- two ways a customer can place a hold: from search results and from a bibliographic record page;
- an Account Info page that shows the customer's name, year and month of birth, display name (username or real name), email address, and preferred pickup locations; On this page a user can change his or her username and email address; Additionally, the page provides the ability to change the login password;
- RSS feeds in the event that the parties identify needs that are not met by widgets and API functions in the BiblioCommons solution;
- access to the third party reviews provided by content vendors Syndetics and Content Café obtained from vendor at APL's expense;
- pull-down menus that can be used to provide one-click links to information and services outside the discovery layer such as online application forms;
- access to a Google Analytics account;
- data integration with the Austin Public Library's SirsiDynix Symphony Integrated Library System (ILS);
- a one-time implementation of custom menus that includes images, a branded header and footer, color scheme and the fonts of most interface elements;
- library-branded iPhone, Android and mobile browser versions as an optional additional-cost supplementary Mobile module as detailed in this Agreement;
- navigation backwards and forwards in session history using the back and forward browser arrows;
- faceted search capabilities including:
  - On shelf availability, by branch,
  - Usage restrictions (take home, use in library, online),
  - Format,
  - Audience,
  - Acquisition date,
  - Topic (based on subject headings),
  - Content (fiction, non-fiction or government document),
  - Form./genre (from subject headings),
  - Language,
  - Publication date,
  - Region (from subject headings),
  - Author;

- "Did you mean" functionality on search results where there are 10 or fewer returned titles and the search terms are close to one or more terms in indexed fields, and a link to expand Author and Subject searches to a keyword search to look in additional fields;
- searches that can be accessed via persistent URLs, plus saved searches;
- integration, in the Explore Further column on Search Results page, of results from a third-party SRU provider supporting either Dublin Core or MARCXML record schemas. This would include the mapping of City owned database tables like a list of services or a digital image database etc. to be included in the "Explore Further" column.;
- search refinement and discovery options such as:

    • A range of facets is provided with Basic and Advanced search results, including derived values such as Audience, Fiction/Nonfiction, and Item Availability—even at the branch level,
    • A form-based interface allows Advanced Search customers to select from a range of limits,
    • the ability to create and edit nested strings with Boolean operators,
    • Hundreds of field specifiers, and
    • auto-refreshing queries such as "New Spanish Fiction", with permanent URLs that can be embedded on any external site.
- a branded page in place of an error for search time-outs;
- support for the Boolean operators AND, OR and NOT in Advanced Search;
- interpretation of natural language in search criteria such as; James Patterson (author) as opposed to Patterson James;
- context-sensitive online support for complex searches;
- a "connector" to be installed on a library server, which will manage a one-time import of bibliographic, authority, MARC and item data, and run a sync process to identify additions or changes to items in the catalog
- BiblioCommons will provide a convenient and secure way to reset passwords without requiring assistance from library or BiblioCommons staff;
- SEO -friendly links for sharing catalog content;
- hosted software as a service (SaaS);
- translated language interfaces, as an optional additional-cost supplementary Languages (other than Spanish) module as detailed in this Agreement. Spanish translation is included in this Agreement at no additional charge;
- staff- and user-generated lists that can contain items from the catalog, or URLs that link to external Web sites;
- folksonomies or tags;
- star-ratings;
- ways for customers to find content created by other system users, including:
    • User name search,
    • Comment s that show a name and a link to the Shelves of the person who created it,
    • Lists that show a name and a link to the Shelves of the person who created it, and
    • The ability to Follow other users;
- Recently Returned and Completed Shelf features;
- Library customers and staff can login with either a barcode or customer/staff-created username.

The following are technical requirements or current configurations of the system:
- The solution is built using best-in-class open source technologies; at this time and without any limitation on future improvements or refactoring the system includes Solr/Lucene, PostgreSQL, Nginx, Glassfish, Tomcat and Memcached and can optionally integrate with third-party solution providers including Syndetics, Content Cafe, NoveList Select, Google Analytics, Serial Solutions 360 Search, PayPal and other fine payment providers;
- All major browsers are supported, including Internet Explorer, Firefox, Chrome and Safari; issues affecting critical application functionality are scheduled to be fixed in the next release cycle, which typically happens no more than 3-4 weeks after the release of a new major browser version;

- BiblioCommons performs full automated browser compatibility testing against multiple versions of each major browser as part of each release; BiblioCommons is not affected by updates to Java, JavaScript and OS security patches;
- BiblioCommons deploys new releases to production every 2 to 4 weeks; Each release goes through a suite of automating testing and manual testing before being deployed to production; Additionally, if partner libraries wish to test third-party systems that will be interacting through the catalog, such as fine and fee payment applications, BiblioCommons can provide a sandbox instance to validate against and user-test;
- data backup and restoration is included in the service;
- data is backed up nightly, weekly, monthly and yearly historical for all non-ILS data;
- data is backed up to a secure, redundant offsite storage facility;
- Application updates and operating system security patches are administered without downtime;
- BiblioCommons uses commercially reasonable measures to make the Core service available with a minimum uptime standard of 99;5%, excluding scheduled maintenance windows or any unavailability resulting from a Subscriber's applications, equipment, facilities, or employees;
- data backup and restoration is included in the service;
- The BiblioCommons service is designed to be highly scalable; hardware can be scaled as needed to support any number of concurrent users, and all hardware costs are included in service;
- The system is designed to automatically roll back all suspended or aborted transactions;
- database management, including purging record data as necessary, is included in service;
- Because the architecture is multi-tenant SaaS, all instances are hosted from the same pool of servers
- The system was designed for high concurrency from the ground up; All access to critical sections, user sessions and shared data is synchronized at the application level;
- All database management, including enforcing referential integrity, is included in the service;
- All database management, including enforcing data integrity, is included in the service;
- Data backup and restoration is included in the service; All data is backed up nightly to a secure, highly redundant offsite storage service; Weekly, monthly and yearly historical backups are kept for all non-ILS data;
- The solution is delivered as a web service with no direct file access;
- URLs to locally stored jacket covers and other related resources can be associated with bibliographic records based on flexible mapping rules, and displayed in the catalog; In addition, any online resource can be added as a URL to any user list; Direct attachment of files to bib records is not currently supported;
- The system performs forms-based data validation in the following ways:
    - Registration; Users go through a simple, one-time registration process that requires them to create a username; The system provides feedback if the username is invalid, or if the customer doesn't provide other required information;
    - Login; Customers must provide a username or barcode and password to log in; A message appears if one or both is incorrect or missing;
    - Password changes; Password hints are provided, and invalid passwords produce an error message;
    - Holds; Customers must log in to place a hold; If the hold is requested from an unauthenticated user, the system interrupts the request and guides the customer to log in first; The same workflow applies when a user is not logged in and tries to rate, comment on or tag something;
- All updates to application data are time-stamped, and User ID is recorded for updates to data that isn't owned by a single user;
- All bulk operations use the same data validation criteria as manual data entry;
- Any bibliographic field can be mapped to a custom field based on flexible mapping rules; Custom fields are displayed on the full record page but aren't currently indexed in search;
- data management is included as part of the service;
- Data backup and restoration is included in the service; Data migration scripts are checked into the source control system alongside the code changes for new releases and historical data can be

made compatible with the current code base by applying the relevant data migration scripts on an as-needed basis; This process is entirely managed by BiblioCommons;

- The user is notified of success or failure for all non-trivial transactions, including ILS transactions and modification of shared content; Failure notifications for ILS transactions are modal and must be acknowledged by the user;
- There is no proprietary spatial data;
- The BiblioCommons connector makes real time item availability and borrowing transaction calls to the ILS;
- SMTP is used for sending email from the application; An admin interface is provided to customize email templates;
- Reports available in the admin interface can be generated in Microsoft Excel format; There are currently no features requiring manual data import;
- Reports available in the admin interface can be generated in Microsoft Excel format; Custom reports can be created using the BiblioCommons API, which we can provide on request, or will provide when a contract is signed;
- Published API's are used to interface with all other systems; The Symphony API is used to interface with the ILS, and the standard proprietary APIs are used for all third-party integrations such as Syndetics, Content Cafe, Novelist Select, PayPal Payflow, 360 Search, and so on;
- Web server compression and cache settings have been optimized to minimize the amount of data sent to remote users; A content delivery network is used for static assets to minimize network round trip times for those requests;
- Full proactive monitoring is included as part of the service;
- All server components are identified using standard DNS;
- All production servers are configured with NTPD and synchronized with the same NTP source;
- All time calculations are done on the back-end servers;
- TCP/IP protocol is used solely as the sole network protocol for both LANs and WANs;
- Data backup is included in the service; Backups are performed during off-peak usage periods and do not significantly impact the performance or availability of the core system;
- Hardware can be scaled as needed to support any number of concurrent users; All hardware costs are included in service;
- A secure SSL connection is used to import and synchronize bibliographic and item data from the ILS via the BiblioCommons connector;
- Users of the BiblioCommons system must have a valid library card; Customers can use the system when they register, which associates their patron ID with a username and a BiblioCommons account; All patrons have the same privileges, except children under 13, who are restricted from entering free text; libraries may designate one or more users to be administrators by providing their barcodes; these users can turn on or off certain options, and generate reports;
- The solution is delivered as a web service with no direct file access;
- Access logging and tracking is included in service; All transactions originating from external network sources are logged, and log data includes destination host IP address, originating source host IP address, date, and time; access log data is not shared but information about specific events in the log can be requested on an as-needed basis;
- The BiblioCommons connector can be run on any port;
- BiblioCommons requires only one TCP/IP port to be opened to allow access to the BiblioCommons connector from the BiblioCommons environment only; Typically that port is 8443, but any port can be used;
- All accounts, including administrator accounts, are associated with an account in the ILS; administrator passwords can be changed and reset in the ILS, or via our interface, just like any other user;
- The BiblioCommons connector is a turnkey solution that is installed and maintained by library IT staff; BiblioCommons does not normally need to connect to the City's VPN; If an issue does arise where we need to debug the connector remotely, single-tunnelling will be enforced;
- The web service provides a secure SSL 128 bit connection for login and pages containing sensitive information such as account information;

- All users in BiblioCommons log in and are authenticated by the ILS, including administrators; BiblioCommons can be configured to enforce any password length, but the password must be compatible with ILS restrictions, and with the password restrictions of any other service the library provides that requires authentication;
- BiblioCommons passwords are always hidden; Display is browser-dependent, but typically uses dots or asterisks;
- Passwords are encrypted in the database using SHA1 encryption and are transmitted over secure SSL connections only; No programmatic logins are done using stored passwords;
- Currently, user permissions management is included in the service; BiblioCommons will assign roles and permissions to administrators and staff based on instructions from authorized APL staff;
- The web service provides a secure SSL 128 bit connection for login and pages containing sensitive information such as account information;
- Access to all non-public data, including private user data and administrative data, requires that the user successfully log in and that the user has appropriate permissions;
- Access logging and tracking is included in the service; All transactions originating from external network sources are logged, and log data includes destination host IP address, originating source host IP address, date, and time; Access log data is not shared but information about specific events in the log can be requested on an as-needed basis;
- Currently user permissions management is included in the service; BiblioCommons will assign roles and permissions to administrators and staff based on instructions from authorized APL users;
- The ability for an APL application administrator to disconnect a particular user and to lock out a user during an active session is not a feature currently supported, and no existing client has requested it before; If this is a high priority for the City of Austin, we would be willing to work with APL to explore possible solutions;
- We allow 3 login attempts before a user account is locked for 1 hour; We think there is a single best practice for this and it should not need to be configured on a per-library basis, but are willing to explore this further with APL if this is a high priority;
- We don't believe it's practical to alert someone every time a user forgets their password and exceeds the maximum number of login attempts, but if this is a high priority, we would be willing to work with APL to explore possible solutions;
- The solution respects the account expiry date set in the ILS;
- Currently, user permissions management is included in the service; BiblioCommons will assign roles and permissions to administrators and staff based on instructions from authorized APL staff;
- Currently, user permissions management is included in the service; BiblioCommons will assign roles and permissions to administrators and staff based on instructions from authorized APL staff;
- All users must log into the system using active ILS credentials; No generic logins are allowed;
- The system allows for multiple security roles for users; Predefined roles include patron, library staff, and library administrator; Patrons have access to search, borrowing and sharing functionality; Library staff has the same access as patron by default, but features such as MARC view can be configured to be accessible by library-staff only; Library administrators have access to the admin panel, reporting interface and admin list types;
- BiblioCommons provides customers with a convenient and secure way to reset their passwords without requiring assistance from library or BiblioCommons staff;
- Intelligent input entry controls used by the solution include:
  - • Quick search; There's a drop-down list that lets customers search by keyword, title, author, subject, tag, list or user; For subject and author search is linked to authority files, so that as the customer types characters, possible choices are auto-suggested and appear on a drop-down list;
  - • Advanced search; Advanced queries and can be written by scratch, by the Advanced Search page provides a series of drop-down menus for locations, collections, format, publication date and audience to simplify creating queries;
  - • Tags; The system remembers tags a user has created previously, and suggests existing tags as a user begins typing a new tag;
  - • Suspended holds; Calendars are provided to select a suspension end date, so customers don't need to worry about entering dates in a particular format;

- o • Registration: For security reasons, patrons under 13 are not allowed to create their own usernames; Instead, they choose a color and an animal name, and the system generates a username for them;
- The system will be ADA and compliant with Section 508 of the Federal Rehabilitation Act;
- On the search results page after an advanced search, there's a "Modify search" link that returns to the Advanced Search page, with previous selections retained so they can be changed;
- Because BiblioCommons has conducted several substantial rounds of user research, including messages, most BiblioCommons messages are not configurable on a library-by-library basis; However, we are always willing to clarify messaging where such changes seem warranted; Some messages, such as authentication failure messages are displayed as received from the ILS, so these are in control of the library; We also offer the ability for administrators to create critical system messages, which are displayed below the page header; These are useful for notifying customers of such things as scheduled downtime, branch closures, or other brief notices of interest to most customers;
- Logged in users stay logged in until they log out, wherever they are in BiblioCommons; There a timeout built in that logs a user out after 30 minutes of inactivity; This can be configured to a 5-minute period for library terminals;
- There aren't many cases where a customer or librarian using the catalog would be engaged in repetitive data entry; Date calendars are provided for suspending holds;
- The BiblioCommons interface is highly configurable; Some configuration can be done by library administrators, through the Admin interface; For example, whether or not users see community credits displayed (which they earn by creating content such as ratings or lists) can be turned on or off; all branding information, including colors, menu structure and page footers, is included in configuration files, and can be easily changed by BiblioCommons; mapping information, such as the rules used to identify a particular format, or item status, is also contained in configuration files that can be easily changed; (Mapping changes typically require reindexing); various other features can be turned on or off in configuration files; Examples include the source of cover images, or whether or not card expiry dates appear in the interface;
- BiblioCommons uses a common code base for all of its client libraries, so all libraries are using the current version; Every library can take advantage of new features as they are developed, and bugs as they are fixed; customization does not affect future upgrades;
- The recovery procedures are tested and updated once per quarter by restoring the central user content database and search index from the last nightly backup to a test server, and updating the code to the stable production branch; We also periodically test and update the recovery procedures for each type of library-specific component, including databases, cache servers, and search indexes using the same process;
- Data backup and restoration is included in service and ensures that no more than 24 hours of data is lost in case of system failure; All data is backed up nightly to a secure, highly redundant offsite storage facility;
- At any time during the Term Subscriber may initiate an escrow service at its own expense and a weekly data back-up to an Amazon S3 back-up account supplied by Subscriber;
- At any time during the Term Subscriber may initiate an escrow service at its own expense and a weekly data back-up to an Amazon S3 back-up account supplied by Subscriber;
- The solution uses PostgreSQL as the RDBMS, which is fully ACID compliant;
- A broadband connection is recommended, but the site has also been optimized for low-speed connections, including most modern dial-up connections; An option is provided to turn off jacket covers to improve load times; also, web server compression and cache settings have been optimized to minimize the amount of data sent to remote users and a content delivery network is used for static assets to minimize network round trip times for those requests;
- In spring of 2011, BiblioCommons engaged Cigital to do a thorough security audit; All high-priority issues that were identified have been resolved; BiblioCommons agrees to cooperate with the City of Austin in the event that the City wishes to engage at its own expense Cigital, or another third party agreed to by BiblioCommons, to conduct a security audit of the service from time to time throughout the term of the contract, provided that such audit demands no more than two FTE weeks per year from the BiblioCommons team; In the event that any such security audit discloses a potential

security breach in the BiblioCommons infrastructure or the service that is of both a high probability and impact, BiblioCommons agrees to exercise commercially reasonable best efforts to remedy such issues as quickly as possible;

- Access logging and tracking is included in the service; All transactions originating from external network sources are logged, and log data includes destination host IP address, originating source host IP address, date, and time; Access log data is not shared but information about specific events in the log can be requested on an as-needed basis;

- BiblioCommons agrees to exercise commercially reasonable best efforts to remedy identified high security vulnerabilities as quickly as possible;

- Firewall logs are kept for at least 30 days; We don't believe it's practical to log all packets passing through the firewall, but if this is a high-priority requirement we would be willing to work with APL to explore potential solutions;

- Network session encryption is supported using SSL;

- BiblioCommons has implemented a Data Security Management Plan for the protection of patron and library data; It includes employee and contractor education, a legally binding commitment to uphold the company's security policies signed by all employees and contractors with data access , data access restrictions on a need-to-know basis, physical and logical controls, and third-party security audits; Personal account information belonging to patrons is encrypted in storage, and transmitted with SSL; BiblioCommons stores data in two facilities; One is EC2, offered through Amazon Web Services (AWS); AWS data security standards conform to best practices in the industry, and are described in detail here: http://aws;amazon;com/security/; The AWS servers are used for catalog data and search and user-contributed content; Other BiblioCommons databases and servers are hosted in a secure co-location facility (http://www;beanfield;com/); Its security provisions meet or exceed best practices in the library sector, and include firewall protection, secured cabinets in a facility with 24-hour security card access, and 24-hour staffed building security;

- All systems are protected by firewall;

- Intrusion detection is handled at the network layer by the firewall; We will notify APL within 4 hours of confirmation of any non-trivial breaches of secure Personally Identifiable Information (secure-PII) belonging to APL patrons;

- An administrator account can be provided for CTM Security which provides access to all public data and administrative data; There is no permission level that provides access to private user data; If this is a mandatory requirement we can discuss alternatives.

Note: BiblioCommons shall use its best efforts to ensure that the application is fully ADA compliant with Section 508 of the Federal Rehabilitation Act no later than May 1, 2012.

Schedule A
Core Service Description

The Service will provide an OPAC for City's holdings. The "Core Service" will include:

1. The mapping of bibliographic data from City's ILS
2. Machine-Readable Catalogue or Cataloguing (MARC) record synchronization between Contractor servers and City's ILS
3. Registration and log-in for Authorised Patrons:
   a. Create account on User if first login, and record personal account information
   b. Fetch list of checked out items, holds and recently returned when requested
   c. Fetch list of fines when requested
4. Support for user-generated content:
   a. Bibliographic Records (Bibs) may be annotated as follows:
      i. Add faceted tags
      ii. Specify I own this
      iii. Add or edit Comment
      iv. Add a Notice about the content
      v. Add Quotation(s)
      vi. Add to List
      vii. Enter Private Notes
   b. "Lists" or "Guides" Function
      i. Create and annotate a List
      ii. Add bibs from the catalogue
      iii. Add URL to a list
      iv. Add item annotations
      v. Make a list Public / Private
   c. "My Shelves"– including facets
   d. Recommendations
      i. "Follow" a user
      ii. Receive recommendations
   e. Block/unblock user
   f. Flag inappropriate content
5. Search
   a. "One box" search interface
   b. Basic search options: title, author, subject, tags.
   c. Advanced Search Interface
   d. Faceted search-results interface
   e. Sort-by options for search results
   f. Advanced "Did you mean…" feature
   g. Graduated search feature: "Broaden your search"
   h. Display holdings and availability.

6. Display of Bibliographic Records
   a. Bib Page:
      i. Bib information (title, authors)
      ii. Key MARC data
      iii. Key inventory data (availability at local branches)
      iv. Holdings information for serials
      v. User-generated content for a bib, hiding user-generated content from blocked users
      vi. Third-party bib content provided by City (e.g. Syndetics, Content Café)
   b. Ability for users, from the Bibliographic Record, to
      i. Place holds
      ii. Add user-generated content / add to My Collections
      iii. Browse adjacent titles

7. Transactions:
   a. Place holds
   b. Cancel holds
   c. Suspend holds
   d. Renew items
   e. Change patron email address
8. Messaging
   a. User Inbox provides central location for all messages posted
   b. Message blocking available for users under the age of 13
   c. Options for sharing content outside of Contractor environment
9. Explore New Titles
   a. Faceted Browsing
   b. Configurable New Titles Listings
10. Community credits: automatically saved and displayed to patron
11. Library Admin:
    a. Community Credits: On/Off
    b. High-level activity reporting
    c. Tiered permission levels to site: ability to enable authorized Library staff content to be flagged on site
    d. Programmatic interaction with the Service. Data extraction from the library's ILS (subject to associated vendor approval) using Contractor's Web Services APIs for library purposes such as the development and implementation of "add-ons" and "widgets".
    e. Configuration of messages

Contractor will provide upgrades to the Service at no additional cost. Notwithstanding the above, Contractor reserves the right to charge separate fees for additional services outside the scope of what is described in this Contract.

Schedule "B"
Service Levels

Contractor shall use commercially reasonable measures to make the Core service available with a minimum uptime standard of 99.5%, excluding scheduled maintenance windows or any unavailability resulting from City's applications, equipment, facilities, or employees.

Service Unavailability

At the request of the City, Contractor will calculate City's "Service Unavailability" for the previous month. "Service Unavailability" consists of the number of minutes that the Core Service was not available to City and includes any unavailability associated with any unscheduled maintenance. Outages will only be counted if City notifies Contractor within five (5) business days of the outage.

Service Unavailability will not include:

a)   any scheduled maintenance;
b)   any unavailability resulting from City's applications, equipment, facilities, or employees;
c)   any acts or omissions of City, or any use or user of the Service authorized by City; and
d)   any event outside the reasonable control of Contractor and Force Majeure events as defined in the Contract.

Remedy

City's exclusive remedy for a failure of the Service shall be that for any continuous period of twenty-four (24) hours or more of Service Unavailability, at City's request, City's Term shall be extended for one additional week without additional charge.

Scheduled Maintenance

The City acknowledges that the Service may not be available to City and Authorized Patrons during scheduled maintenance. For the purposes of this paragraph, "Scheduled Maintenance" only refers to planned, routine maintenance carried out by Contractor that has the effect of significantly limiting the functions of the System available to City and Authorized Patrons.

Contractor shall limit Scheduled Maintenance to ten (10) hours per month and shall make reasonable efforts to notify City of Scheduled Maintenance not less than twenty-four (24) hours in advance.

Schedule "C"
Technical Requirements

City must meet the following requirements in order to take advantage of the Service. These requirements may be amended from time to time by the parties in accordance with evolving technical standards in the industry. ILS server and database

- The ILS Server must be a locally hosted instance of Sirsi Dynix's Horizon, Symphony or Unicom/Symphony; Innovative Interfaces' Millennium; Evergreen; or other ILS system as may be agreed to by Contractor.
- The ILS server must offer or accommodate a reliable programmatic method:
  - to access cataloguing and patron data; and
  - to execute circulation requests on behalf of a User.
- Libraries must be able to provide the version number of the ILS application and its underlying database and operating system.

Tomcat server
- There must be a new and correct installation of Apache Tomcat 6.0 on a server ("the Tomcat server") in the library environment.
- The Tomcat Server must be installed on the same server in which any Unicorn/Symphony API server commands are located.
- There must be an instance of Java 1.6 on the Tomcat server, and it must be modifiable as Contractor requirements evolve.
- Tomcat Manager must be installed on the new Tomcat instance.
- For Unicorn/Symphony, the Tomcat Server must be run using a mutually agreed upon account name. Tomcat must be available through City's firewall to the Contractor servers.
- As required for monitoring and testing, Contractor must be given SSH or Remote Desktop access to the server running Tomcat.

Hardware and Bandwidth
- The Tomcat server CPU must have at least 2Ghz in processing speed, or processing speed that provides response time that is acceptable to City and Contractor
- The Tomcat server must have a minimum of 256 MB of available RAM (for small libraries, under 25,000 population served), 512 MB (for medium libraries, under 100,000 population served) or 1 GB or more (for large libraries).
- The Tomcat server must have a minimum 1 GB of free space on the hard-drive except for III instances, where the Tomcat server must have a minimum 10 GB of free space.
- The Tomcat server CPUs must not exceed 50% utilization (with existing, non-Contractor load).
- The library's communication (all network communication from the Tomcat server to the ILS server, the ILS database, and to the external Internet) must be through a high-speed, reliable Internet connection. T1 or better for a small or medium-sized library, and T3 or better for a large library serving a population over 100,000.

Assistance and Access
To successfully launch and maintain the Service, City must be prepared to provide:
- A Project Manager (the "Library Project Manager") to act as a liaison between your library and Contractor;
- A lead technical contact.
- During the testing and acceptance phase, if any incompatibilities with API calls arise, Contractor will be granted SSH access to the system with the 'sirsi' user in order to verify API calls.

User Interface

City will be asked to provide graphic elements that meet basic usability criteria, including for example font and background colours for the navigation bars, and a horizontally oriented logo, no larger than 260px width x 130px high, with a RBG background colour or image.

In-Library Terminals

Contractor recommends and supports the following web browsers on in-library terminals:

- Firefox 3.0 or higher
- IE8 or higher,
- Safari 4 or higher
- Chrome 4 or higher

Other browsers will be supported on library terminals only by written agreement.

Data Quality

In order to facilitate Contractor data transfers and the sharing of information among patrons and libraries, Contractor has deployed the following minimum standards for data, which are preconditions for the Service. Contractor has worked with other libraries to develop these standards based on the demands of both the ILS and the user experience.

MARC and Patron Data

Contractor' requirements for MARC mapping reflect typical cataloguing practice:
- Use of AACR2 or RDA and MARC21 standards for Bibliographic and Authority data;
- Authority and Bibliographic records must be exportable separately with corresponding links between the two.

City will complete a survey describing a set of rules that can be used across all bib records to isolate key data for mapping into Contractor schemas, including for example and without limitation:
- Format values (e.g., DVD, Braille book)
- Audience values: Adult, Teen, Children
- Fiction/Non-fiction/Other

Contractor will supply sample MARC that inventories the character sets and encoding it expects. City will then identify and export records that surface these character-set issues for testing. Contractor will only support character sets and character-set encoding practices typical in library environments.

Contractor reserves the right not to support nonstandard library data practices and practices that require custom parsing of data.

IDENTIFIERS AND OTHER REQUIRED FIELDS
- Library records must have persistent identifiers over time. For example, record numbers must persist for any batch delete and re-add process of the same set of records.

- All key elements such as patron identification, bibliographic record identification and item identification must have a unique permanent identifier
    - For example, if a patron loses their library card, their barcode may change, but the new barcode must reference the same unique permanent identifier.
    - Universal identifiers should be in place for all bibliographic records where practically possible.
- Patron records must have a birth date field, though not necessarily birth data.

Cataloguing Workflows

City should be prepared to describe acquisition and cataloguing workflows, explaining how records are added, changed and deleted in various cases (e.g., brief records creating during the inter-library loan processes, records created during the acquisitions process, records that are suppressed from the OPAC, batch processes). Contractor will support cataloguing practice and workflows that are typical among public libraries in North America.

City must notify Contractor in advance when a larger than normal number of records is added, edited, or deleted from their ILS.

If City does not meet the Required Conditions, Contractor will show flexibility in the requirements detailed in this Schedule "D" if mutually agreeable alternatives are found. But in the absence of such alternatives and where City fails to meet materially any of the requirements, City will a) use its own resources to perform the work necessary to conform to the requirements or to specifications applied by Contractor in libraries of similar size and with the same or similar ILS deployment, or b) hire Contractor at a rate of $1000 per day per technician to develop a reasonable solution that will be specified and estimated in advance by Contractor.

Schedule "D"
Privacy Statement

A link to the Privacy Statement will appear to all Authorized Patrons or users registering with the Service during the registration process, and will appear on all main pages of the Service. The following Privacy Statement was in effect June, 2011, and may be amended by Contractor from time to time.

Austin Public Library (APL) has entered into an agreement with Contractor to provide an online service that will make it easier to track your holds and renewals and find the titles you are looking for. In addition, you may also choose to use this service to share ratings and commentary about the titles you find at Austin Public Library, and to connect with other library users. When you use the pages in APL's catalog that say "Powered by Contractor" in the lower left-hand corner of the screen, you are using what is referred to in this document as the "BiblioCommons Service," and any information that is collected or shared here will be governed by this Privacy Statement.

BiblioCommons believes that effective privacy controls are the cornerstone of open and engaged communities. We have implemented the standards described on this page to protect the privacy of all users, at the same time providing the opportunity to share information about books, movies and music for those who are interested. By using the BiblioCommons Service, you agree to the terms of this BiblioCommons Privacy Statement and the <href>BiblioCommons Terms of Use</href>. The BiblioCommons Privacy Statement and BiblioCommons Terms of Use can be accessed anytime through the links at the bottom of each page that is powered by BiblioCommons; together they are the only documents that govern your relationship with BiblioCommons.

Is this the only policy governing the use of my information on services offered by the library?

No. APL may have additional policies that govern other aspects of the services we offer. Please check the library's homepage to view these documents, or speak to a librarian.

What types of information are collected on this service?

Several types of information may be collected and stored on the BiblioCommons service:

- Personal information
- Borrowing information
- Shared content
- Feedback and Suggestions
- Non-Identifying information.

You will find a description of how this information is handled in the sections that follow.

Personal Information

What personal information is gathered?

BiblioCommons gathers personal information that you provide or choose to import from APL. If you register for the BiblioCommons Service, your library barcode, PIN and borrower ID, name, birth month and year, and email address are automatically loaded into your on-line account from your library record. If some of this information is not available in your record you may be asked to provide it. For some services, BiblioCommons may also ask for your gender.

How is my personal information used?

We use your personal information to create an online account in your name, provide the services that you have requested, monitor and improve the service, keep your library record up to date, and customize content.

If you choose to share information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Guides or My Shelves ("Shared Content"), information such as the username or name you have chosen to display, your library affiliation(s) and age group may accompany your Shared Content and appear on a profile page that summarizes your Shared Content. If you would like to change your username or modify the information that is made publicly available in connection with these features, please visit your <href>Account Settings</href>.

BiblioCommons may disclose your personal information and any content associated with your account if required to do so by law or in a good faith belief that such disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, or (b) enforce the Terms of Use, including investigation of potential violations hereof.

Is my personal information protected?

Information in your BiblioCommons account that personally identifies you is encrypted and stored in a secured facility. This information will be used by BiblioCommons and APL to deliver the services you request in accordance with this Privacy Statement. BiblioCommons will not sell, rent or trade your personal information (e.g., your email address or date of birth). But we may display Shared Content (defined below) in the BiblioCommons Service, or make other commercial uses of Shared Content.

Can I change or delete my personal information?

You may alter or delete any of the personal information in your BiblioCommons account except for your name, birth information and your library card number(s); please contact your library staff to make changes to these. If your personal information is updated either through the BiblioCommons Service or directly on your [APL] account with the help of library staff, we will synchronize the new information in both locations.

At any time, you may delete your BiblioCommons account without deleting your APL account. To delete your BiblioCommons account, please contact the <href>BiblioCommons Privacy Officer</href>. Note that while your BiblioCommons account information will not be available after deletion, some of that information may persist on memory discs.

Do I have to provide contact information?

No, you do not need to provide contact information to use the BiblioCommons Service. However you may choose to do so in order to receive to notices related to your use of the library through the BiblioCommons Service. Your contact information will not be used by BiblioCommons for any other purpose without your consent, or shared with any party other than APL without your direction to do so. We encourage you to check APL's policies to understand the other ways in which your contact information may be used by APL.

BiblioCommons may send email or display messages on the service that provide you with the choice to take advantage of new features and functionality based on your past activity and stated preferences. To change your preferences for system messaging, please go to <href>My Settings</href>.

What measures are in place to protect children?

Parts of the BiblioCommons Service are open to children under the age of thirteen. However additional measures have been taken to protect their privacy and safety. Patrons under the age of thirteen (13) years will be restricted from using the BiblioCommons Service to enter free text; in the future, provision may be made for a more permissive service for minors with parental consent.

Where can I learn more about internet safety for users under the age of 18?

We recommend that parents and guardians discuss internet privacy and safety with their children. When using the internet, children should be advised:

- never to give out personal information such as their real name, phone number, email address, or school without first consulting their parents or guardians, and

- never to arrange a meeting with someone they met online.

More information about children's safety online can be found on the following sites.

Safety tips for children:
- http://kids.getnetwise.org/safetyguide/kids
- http://www.safesurfingkids.com/tips_for_kids.htm

Tips for parents:
- http://www.google.com/familysafety/advice.html
- http://www.internetsafety101.org/safety101.htm

How can parents and guardians oversee the personal information of their children?

Guardians of underage users in the US may make a request to review and alter the personal information collected from their children on this service, or to deactivate their child's BiblioCommons account. The first step in gaining access to your child's account is to make your request in person to staff at one of the library's locations. Be prepared to show proof of your identity and of your relationship with the child. Staff will then have the information retrieved and delivered to you by mail or held for pick-up.

Note that the BiblioCommons Service does not require children under the age of 13, as a condition of participation, to provide more information than is reasonably required.

Borrowing Information

How is my borrowing record protected?

Lists of your current loans, due dates, outstanding fines, etc. may be loaded from your library record during your sessions online, but this information is not permanently stored on your BiblioCommons account, and is never shared with other users. You may choose to create a record of your recently-borrowed titles where available; information about recently borrowed items is never made available to the public unless you choose to enter specific titles on your shelves or in other Shared Content. If you do not choose to enable this feature, no automatic record of your borrowing will be created through this feature.

Shared Content

What is Shared Content?
You may use the BiblioCommons Service to record information or opinions about books, movies, music, and other topics, participate in online conversations, or create selections using Guides or My Shelves; all of this content is called "Shared Content". Shared Content may be useful for your own reference and can help other users find resources and information.

When you contribute content to an individual title, that title is automatically added to My Shelves, a collection that gathers all of the titles to which you have contributed content or chosen to add to your shelves. You may also create Shared Content by interacting with others through messaging, forums, or collaborative guides.

Can Shared Content be viewed by the public?

Shared Content has been designed for sharing, and is usually public. However you may make portions of your Shared Content private by using your <href>privacy settings</href>. In addition, messages sent directly to other users through the service are not publicly viewable.

If you are uncomfortable with the idea of sharing content with others, you may decide not to use My Shelves or contribute ratings, comments, guides, or other types of Shared Content. You do not need to create Shared Content in order to use the BiblioCommons Service.

Will my name be visible with my Shared Content?

Content and messages that you leave in public view or send to other users will be accompanied by the username that you create, or by whatever display name that you choose at a later date in your account settings. This display name is also linked to your profile page, which includes links to your Shelves, your Shared Guides, and any other profile information you choose to display.

Can I change my Shared Content?

Shared Content that is not interactive may be edited or deleted on this service at any time. Deleted content is removed from our data bases and inaccessible to other users, but may remain in our data back-up system and in third-party search indexes like Google. Shared Content that is not deleted may remain available on the BiblioCommons Service indefinitely, even if you have closed your library account.

Messages and chat cannot be deleted or edited once they have been sent. They are logged and archived indefinitely. In the event of complaints regarding violations of the BiblioCommons Terms of Use, this type of information may be used by BiblioCommons to investigate.

Interactive Shared Content that other users may respond or contribute to, such as discussions or collaborative guides, may be visible to others indefinitely in association with your display name, and may persist after your BiblioCommons account is terminated.

Other Information

Feedback and Suggestions

When you submit feedback or suggestions they will not be considered confidential and may be stored with your name and email address for analysis and follow-up.

Non-Identifying Information

BiblioCommons gathers anonymous information from user profiles and preferences in order to improve the quality and scope of the BiblioCommons Service, which may include the following:

- Information such as your browser type or IP address helps BiblioCommons to understand how visitors use the service and how it might be improved.

- Data from your account may also be aggregated in an anonymous way.

- Anonymous search logs are analyzed to improve the search algorithms.

Cookies

Cookies are small files used to enhance the functionality of websites.

- BiblioCommons may set and access temporary session cookies on your computer in order to make our system easier for you to use. In addition, a more persistent cookie is used to store your user preferences. These files do not contain or transfer any personally-identifiable information.

- You may also choose on the log-in page to save your username in a cookie by checking "remember me."

- If you wish to be notified when you receive a cookie, you may set your browser to do so.

External Sites

The Internet is a big place: take care to guard your personally identifying information. This website may link to other websites that collect personal information. We recommend that you review the privacy policies of these sites before providing them with any personal data.

Changes to this Privacy Statement

This privacy statement may change from time to time in response to new laws, or to an evolution in BiblioCommons policies or practices. We encourage you to check this privacy statement from time to time for changes. Your continued use of BiblioCommons after a change will signify your acceptance of the new terms.

Change of Service

In the event that X Public Library discontinues its participation in the BilioCommons Service, APL may transfer your information to a new service of a similar nature. In addition, X Public Library may agree to have your information transferred to a successor entity of BiblioCommons or to any entity which purchases substantially all of the assets related to BiblioCommons or a division of BiblioCommons.

Comments? Questions? Contact us. privacy@bibliocommons.com

Privacy Officer

BiblioCommons
461 King Street West, third floor

Toronto, ON M5V 1K4, Canada

tel. 1 (647) 436 6381

Schedule "E"
Terms of Use

Acceptance of the Terms of Use is a condition of any use of the Service. In addition upon registration, which is required before an Authorized Patron may access circulation functions or contribute content, he or she must signal his or her agreement to the Terms of Use by clicking a checkbox. The following Terms of Use were in effect on June, 2011, and may be amended by BiblioCommons from time to time.

X Public Library has entered into an agreement with BiblioCommons to provide an online service that will make it easier to track your holds and renewals and find the titles you are looking for. In addition, you may also choose to use this service to share ratings and commentary about the titles you find at APL, and to connect with other BiblioCommons users. When you use the pages in APL's catalog that say "Powered by BilioCommons" in the lower left-hand corner of the screen, you are using what is referred to here as the "BiblioCommons Service," and these BiblioCommons Terms of Use apply. Your use of the BiblioCommons Service is subject to the BiblioCommons Terms of Use, and indicates that you accept these Terms of Use, which includes the BiblioCommons Privacy Statement; together they are the only documents that govern your relationship with BiblioCommons. You may not use the BiblioCommons Service if you do not accept the Terms or Use; please read them carefully.

Is this the only policy governing my use of the library's services?

No. APL may have additional policies that govern other aspects of the services we offer. Please check the library's homepage to view these documents, or speak to a librarian.

REGISTRATION

Is Registration Necessary?

It is not necessary to register with the BiblioCommons Service in order to search the APL catalog. However, registration is required to use BiblioCommons for personalized services, such as managing your renewals and holds, contributing ratings and reviews, personalized recommendations, and communicating electronically with other users.

Who is Eligible to Register?

Registration for use of the BiblioCommons Service is open to all patrons of X Public Library and other libraries affiliated with BiblioCommons (APL and other affiliated libraries are referred to herein as "Participating Libraries").

Can children use this service?

Children are welcome to register for the Service. However, we recommend that parents and guardians discuss internet privacy and safety with their children regularly. Please read the <href>BiblioCommons Privacy Statement</href> to find out more about the measures that have been put in place on the BiblioCommons Service to protect the privacy and security of children, and for information on protecting your child's privacy and safety online. Parents and guardians of underage patrons in the US may request access to review and manage personal information collected from their child. Please refer to the <href>BiblioCommons Privacy Statement</href> for details.

Where can I find out more about the privacy policy of the BiblioCommons Service?

The privacy of your personal information is important to BiblioCommons. We have established security measures and controls to ensure that your information is only used as you wish. We encourage you to review the BiblioCommons <href>Privacy Statement<href/>, which forms a part of this agreement, as well as the APL Privacy Policy.

SHARED CONTENT
What is Shared Content?

You may use the BiblioCommons Service to create "Shared Content," which is any information, content or opinion that you post on the Service; it includes online conversations on the Service and selections you create using Guides or My Shelves. Shared Content may be useful for your own reference and can help other users find resources and information. Shared Content may include for example collections, ratings, reviews, video, or conversations with other users.

You may make portions of your Shared Content private, or you may leave it publicly available (as "Public Content") for the benefit of yourself and other users in your library and on the World Wide Web. To learn more about the controls BiblioCommons has put in place to protect your privacy, please refer to the BiblioCommons <href>Privacy Statement</href>, or visit your <href>privacy settings</href>.

Who owns Shared Content?

Registered Users retain any ownership rights they have in content that they post on the BiblioCommons Service. However as described below, other users of the service, APL and BiblioCommons are granted broad licenses to use Shared Content.

Can other users use my Shared Content?

The sharing of content is an important objective of the BiblioCommons Service. When you contribute Shared Content that can be viewed by others, you grant a license to other users to make use of that material under an Attribution-NonCommercial-Share Alike Creative Commons License. This is a license that grants others the non-commercial right to copy, distribute, display, perform the work or create derivative works on the condition that the original author is credited, and that any derivative distribution is licensed in the same way. Unless otherwise indicated, you have the right to use Shared Content contributed by others according to the same Creative Commons license.

What rights do APL and BiblioCommons have to use Shared Content?

By contributing content such as reviews and comments to the BiblioCommons Service, you are granting BiblioCommons and APL the right to use this content broadly. BiblioCommons may display Shared Content in the services that we sell to libraries or other third parties, or make other commercial uses of Shared Content. Unless otherwise indicated, when you post Public Content, you grant, represent and warrant that you have the right to grant BiblioCommons and APL an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license, with the right to sublicense, to use, copy, publicly display, reformat, translate, excerpt, perform, adapt, create derivative works from, and distribute such content with the name or username you have chosen to display.

If you do not want to give BiblioCommons and APL these rights, please do not contribute Shared Content on the BiblioCommons Service.

What are my responsibilities when I choose to post Shared Content?

You are solely responsible for the Shared Content that you post to the BiblioCommons Service, or transmit to or share with other users. Please read carefully the section in these Terms of Use entitled "Appropriate Use" to ensure that you understand the responsibilities that you incur when you post Shared Content.

BiblioCommons respects the intellectual property of others, and we ask our users to do the same. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply. BiblioCommons may, at our discretion, disable and/or terminate the BiblioCommons accounts of users who violate these Terms of Use.

What can I do if I see content that infringes on my intellectual property rights?

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide BiblioCommons's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. BiblioCommons's copyright agent can be reached via email at copyright@bibliocommons.com, or at the above mailing address. Please provide:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- A description of the copyrighted work that you claim has been infringed upon;

- A description of where the material that you claim is infringing is located on the site;

- Your address, telephone number, and e-mail address;

- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Address:

BiblioCommons
461 King Street West, third floor

Toronto, ON M5V 1K4, Canada

tel. 647 436 6381

Is Shared Content ever removed from the BiblioCommons Service for other reasons?

Because our communities are diverse, what is acceptable or even of value to some may be offensive to others. In addition to simply overlooking comments that don't suit their sensibilities, users who are logged-in have the option of blocking or "ignoring" content from specified users on an individual basis. Ignoring a user can be reversed.

All posted content is subject to the Appropriate Use standards of these Terms of Use. If you see content that clearly violates the Appropriate Use standards you may flag the content for removal by using the 'Report This' tool that is adjacent to all Shared Content when you are logged in. If content is flagged by a number of different users – three at this time – it is automatically removed from public view.

You understand and agree that BiblioCommons may, but is not obligated to, review, delete or remove without notice any content at the sole discretion of BiblioCommons, including without limitation Shared Content that in our judgment violates these Terms of Use or which might be offensive or illegal, or that might violate the rights, harm, or threaten the safety of users or others. BiblioCommons is under no obligation to retain any content in public view, and we may, at our discretion, remove any material from public view for reasons that may include, but are not limited to, redundancy, timeliness, and the potential to offend. This Service is not intended for the storage of valuable or irreplaceable data.

Appropriate Use Standards

All visitors to the BiblioCommons Service agree not to:

- access or attempt to access areas of the BiblioCommons Service in which they are not authorized;

- use or attempt to use another person's account without our authorization, or create a false identity on the BiblioCommons Service;

- use or access the BiblioCommons Service or related systems in a way that adversely affects the performance or function of the service;

- use any automated system to harvest or capture any BiblioCommons Content (as defined below) from the BiblioCommons Service, except as may be specifically permitted using RSS/XML feeds;

- co-brand the BiblioCommons Service or portion thereof ("co-branding" means to display a name, logo, trade-mark, or other means of attribution or identification of any party in a manner reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the BiblioCommons Service or BiblioCommons Content);

- "frame" the BiblioCommons Service or portion thereof so that the BiblioCommons Service or BiblioCommons Content appears in the same window with a portion of another website.

If you choose to register, you agree to:

- provide and maintain accurate, current and complete information;

- ensure that your account is used in keeping with the terms of this agreement;

- maintain the security of your password and username;

- not register for more than one account.

Appropriate Use When Posting Content

Remember that the Service is used by visitors with a broad range of ages and sensibilities. You agree not to use the Service to upload, post, transmit, share, store or otherwise make available any content that:

- would inhibit others from using or enjoying the service;

- is false or misleading;

- is harmful, threatening, unlawful, defamatory or may be construed as a personal attack, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive, or hateful;

- constitutes unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," political campaigning, or any other form of solicitation;

- is the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, personal identification numbers and credit card numbers;

- contains software viruses, worms, or any other computer code, files or programs designed to interrupt, gain illegal access, destroy or limit the functionality of any data, software, hardware, or telecommunications equipment;

- constitutes, encourages or provides instructions for a criminal offence, violates the rights of any party, or that would otherwise create liability or violate any local, state, national or international law.

In addition, you may not:

- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;

- solicit personal information from anyone under the age of 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.

<u>Warning About Content</u>

You understand that by using the BiblioCommons Service, you may encounter content that may be considered offensive, indecent, or objectionable. Consequently, you agree to use the BiblioCommons Service at your sole risk and you agree that neither BiblioCommons nor any Participating Library shall have any liability to you for any such content that may be found to be offensive, indecent, or objectionable.

BiblioCommons does not verify the accuracy, truthfulness or reliability of any information posted by users, endorse any opinions, or confirm the credentials of any users who may post information. You should always exercise caution and not rely or act upon any information available on the BiblioCommons Service, particularly information that relates to your legal rights, financial arrangements or health.

BiblioCommons may at any time use automated translation tools to make the BiblioCommons Service or portions of it available in languages other than English. Such tools have significant limitations and only the English version of any translated content is considered the definitive version.

How are feedback and suggestions managed?

BiblioCommons accepts feedback, questions, comments, ideas, concepts, or techniques for new services or products through the Service ("Suggestions"). When you submit Suggestions you agree that they will not be considered confidential, and that they may be stored with your name and email address in a database that may be located outside of your country. By submitting any Suggestions, you grant BiblioCommons an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Suggestions in any manner, and you agree that we may contact you via email for clarification or additional feedback.

<u>BIBLIOCOMMONS CONTENT</u>

The services and content provided on BiblioCommons ("BiblioCommons Content") are comprised of 1) services and content provided by Participating Libraries, BiblioCommons and third-party providers ("Service Content"); and 2) Shared Content contributed by users. All BiblioCommons Content is protected by law, and its use is governed by the rights described below.

Can I display BiblioCommons Content to other websites?

The Service makes it possible for you to feature public BiblioCommons Content on outside websites or media. This is encouraged under the terms described here. Pages on other websites or media which display BiblioCommons Content must provide a link from each extract to an original presentation of that material on a BiblioCommons webpage. We reserve the right to object to or require the removal of any link that is determined by Us, in our sole judgment, to be inappropriate, misleading, inconsistent with the Service's or a Participating Library's image and reputation, or that otherwise creates an undue burden on BiblioCommons or the Service.

<u>Are there any restrictions on my use of the Service Content in other environments?</u>

BiblioCommons and APL grant our authorized users a limited, personal, non-transferable, revocable license to access and use the Service and Service Content for personal, non-commercial use. All other rights are reserved. Except as arranged by separate agreement, you may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use the Service Content in any way except for your own personal, non-commercial use; nor may you disassemble, decompile, or reverse engineer the Service. The Service Content is the intellectual property of Participating Libraries, BiblioCommons, or their affiliates or their licensors, and is protected by US and international copyright law. Some elements of the Service Content are also protected by trade-mark law and laws related to trade dress, trade secrets, and unfair competition.

OTHER NOTICES

Overdue Notification Service

Reminder notifications are not a replacement for keeping track of your borrowing. Neither BiblioCommons nor APL take responsibility for fines that result from missed reminders. You can check your account status by visiting <href>My Borrowing</href>.

Warning About Links to Other Sites

The BiblioCommons Service may contain links to other websites and resources that are not a part of the Service ("Linked Sites"). We provide links to Linked Sites as a convenience to the Users of the Service and such links do not imply any endorsement of the Linked Sites by us. We have no control over the content of Linked Sites. Users must be aware that the Linked Sites may also have terms of use or privacy policies that differ significantly from those of the Service. All use of Linked Sites is at your own risk.

General

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any tribunal having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. Any waiver of any portion of these Terms of Use or of any right or remedy of BiblioCommons must be in writing in order to be effective.

Limitation of Liability

To the extent permitted by law and to the extent that BiblioCommons or Participating Libraries are otherwise found responsible for any damages, BiblioCommons or Participating Libraries are responsible for actual damages only. To the extent permitted by law, in no event shall BiblioCommons, its affiliates, its licensors, its suppliers, participating libraries, or any third parties mentioned at the Service be liable for any incidental, indirect, exemplary, punitive or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the Service or the Content, regardless of the theory of law upon which such claim may be based, including warranty, contract, tort, and whether or not BiblioCommons or Participating Libraries are advised of the possibility of such damages. To the extent permitted by law, the remedies stated in these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

Any action or claim related to these Terms of Use or arising from your use of the Service must be brought within twelve (12) months of the existence of the alleged facts giving rise to the action or claim.

Disclaimer of Warranties

Neither BiblioCommons nor Participating Libraries make any representations with respect to the BiblioCommons Service, including any representations related to results that may be obtained by using the BiblioCommons Service. All use of the Service is at the sole risk of the user.

The BiblioCommons Service and the BiblioCommons Content are provided on an "as is" basis and BiblioCommons and Participating Libraries disclaim any and all warranties to the fullest extent permissible by law, including implied and/or statutory warranties, including but not limited to implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. Neither BiblioCommons nor the Participating Libraries make any representations or warranties about (and specifically disclaim any responsibility for) the accuracy, completeness, security or timeliness of the BiblioCommons Service and its content. No warranties may be made in relation to the website or its contents except as contained in these Terms of Use.

You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these terms of use are fair and reasonable.

Indemnity

You agree to defend, indemnify, and hold harmless BiblioCommons and the Participating Libraries (as well as their officers, directors, employees, agents, successors and assigns) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and

accounting fees) alleging or resulting from, or in connection with your use of this Service or your breach of these Terms of Use.

Jurisdiction and Forum

Your use of the Service and these Terms of Use shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding (a) its conflicts of law rules and (b) the United Nations Convention on Contracts for the International Sale of Goods (including all related protocols). Any dispute, claim or action related to your use of the Service or under these Terms of Use shall be resolved by arbitration under the Arbitration Act (Ontario) by a single arbitrator sitting in Toronto, Ontario, in the English language, and you further agree and submit to the exercise of personal jurisdiction of such arbitrator(s) for the purpose of litigating any such claim or action.

Notwithstanding any provision of this section of the Terms of Use, BiblioCommons shall be free to seek interim or injunctive relief before any court of competent jurisdiction for a breach or a threatened breach of any provision of these Terms of Use that may, in our absolute discretion, require an urgent remedy. For the purposes of the foregoing, you expressly attorn to the jurisdiction of the courts of the Province of Ontario and the Federal Court of Canada sitting in Toronto, Ontario and waive any claim or defense of inconvenient forum.

You agree that the limitations on liability, disclaimer of warranties and indemnity provisions of this Terms of Use are for the benefit of BiblioCommons, our Participating Libraries and their successors.

Compliance with Law

You agree to use the BiblioCommons Service in strict compliance with all applicable laws and regulations and in a manner that does not, in our sole judgment, negatively reflect on the goodwill or reputation of BiblioCommons or Participating Libraries. You shall take no actions which would cause BiblioCommons or Participating Libraries to be in violation of any laws, rulings or regulations applicable to BiblioCommons or Participating Libraries.

Complete Agreement

Except as expressly provided in a separate written agreement between you and BiblioCommons, these Terms of Use constitute the entire agreement between you and BiblioCommons with respect to your use of the BiblioCommons Service.

Updating these Terms of Use and the Service

BiblioCommons is constantly innovating in order to provide the best possible experience for our users. You agree that BiblioCommons may change our services or Terms of Use at any time without specific notice to you. Your continued use of the BiblioCommons Service signifies your acceptance of any revised Terms of Use.

Without specific notice to you, BiblioCommons may change, supplement, delete or update any portion of the Service; or establish or change, at any time, general practices and limits concerning our products and services.

Termination

You agree that BiblioCommons, in its sole discretion, may terminate or suspend your use of the BiblioCommons Service and BiblioCommons Content at any time regardless of whether the BiblioCommons Service remains accessible by others. BiblioCommons may discontinue the BiblioCommons Service at any time without liability to you. Upon termination of the license, you shall cease all use of the BiblioCommons Service.

SOLICITATION NO: MSO0058	**COMMODITY/SERVICE DESCRIPTION**: Discovery Layer Solution for the Austin Public Library On-line Catalog
DATE ISSUED: July 4, 2011	
REQUISITION NO.: 5600-11062000404	**PRE-PROPOSAL CONFERENCE TIME AND DATE**: 9:00 a.m. on July 13, 2011
COMMODITY CODE: 20859	**LOCATION**: Municipal Building, 124 W. 8th St., 3rd Fl. Conference Rm.
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:	**PROPOSAL DUE PRIOR TO**: 1:00 p.m. on August 3, 2011
Mick Osborne	**COMPLIANCE PLAN DUE PRIOR TO**: N/A
Specialist Sr. Buyer	**PROPOSAL CLOSING TIME AND DATE**: 1:00 p.m. on August 3, 2011
Phone: (512) 974-2995	**LOCATION**: MUNICIPAL BUILDING, 124 W 8th STREET RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto https://www.cityofaustin.org/purchase and follow the directions.

SUBMIT 1 ORIGINAL AND 11 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

BiblioCommons Inc.
461 King Street West, 3rd Floor
Toronto, Ont., M5V 1K4
Canada

_____
Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)
ELIZABETH JEFFERSON, CEO

FEDERAL TAX ID NO. _____

Date: 16/8/11

Company Name: _____

Address: _____

City, State, Zip Code __

Phone No. ( ) 647 -436 -6381 X 200 Fax No. ( )

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY
Company "Remit To" Name: BiblioCommons Inc.
Remit to Address: 461 King Street West, 3rd Floor
City, State, Zip Code: Toronto, Ont., M5V 1K4
Email Address: beth@bibliocommons.com

REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Discovery Layer Solution for the Austin Public Library On-line Catalog
RFP NO. MSO0058 ADDENDUM NO. 2 DATE OF ADDENDUM 7-15-11

This Request for Proposal is hereby amended to incorporate the following:

1.0 The proposal due date has been changed to be prior to 1:00 p.m. on August 17, 2011.

2.0 All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

BiblioCommons, Inc   _signature_   _Aug 22, 2011_
BIDDER   AUTHORIZED SIGNATURE   DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Discovery Layer Solution for the Austin Public Library On-line Catalog
RFP NO. MSO0058 ADDENDUM NO. 1 DATE OF ADDENDUM 7-5-11

This Request for Proposal is hereby amended to incorporate the following:

1.0   Several incorrect documents were posted online for this solicitation. The following documents have been reposted:

MSO00580500
MSO00580800
MSO00580805
MSO00580815
MSO00580820
MSO00580900

2.0   All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

_BiblioCommons, Inc._____   _____   _Aug 22, 2011_
BIDDER   AUTHORIZED SIGNATURE   DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

Leeor Engel

3 Concorde Place Suite 2701   (416) 912-1915
Toronto, ON M3C 3K7 Canada   leeorengel@gmail.com

Objective:

A senior development role building robust, highly scalable, maintainable web systems.

Skills:

Java, Servlets/JSP, PHP, MySQL, XML, HTML, JavaScript, ASP, C/C++, Linux, OSX, Windows

Education:

- 2000-2005: University of Toronto - Honours B. Sc. Software Engineering
- 1996-2000: Westmount Collegiate Institute - O.S.S.D, Ontario Scholar

Experience:

12/2009-present Senior Developer, BiblioCommons, Inc / Toronto, ON

Work with Java, Ruby, Hibernate, Spring, Postgres in the following projects:

- Ongoing development related to enhancing, extending, and maintaining the core BiblioCommons platform used by over 50 clients including the Boston and Seattle public library systems
- Designed and built advanced support for scoped search of library catalogues
- Designed and developed robust monitoring system for all critical back-end services
- Developed connector application interface & implementation for Millienium ILS
- Developed connector application interface & implementation for Evergreen ILS
- Various enhancements & bug fixes for existing connector applications including Horizon & Symphony ILS products

01/2009-11/2009: Freelance Developer / Toronto, ON

Worked with Java, Servlets/JSP, PHP, MySQL, XML, HTML, Javascript in the following projects:

JGuitar.com – Web Developer
- Performed bug fixes, code re-factoring, and other maintenance activities

Vicaya.org – Technical Consulting for a non-profit organization on a range of projects:
- Performed technical feasibility studies
- Evaluated suitability of various technologies & timeline projections
- Participated and contributed in team brain-storming sessions

05/2006-10/2008: Lead Developer, Motors Platform / Adicio Inc. / Carlsbad, CA

Worked with PHP, MySQL, symfony, Javascript, XML, HTML in the following projects:

- Technical lead of a team of 3 developers responsible for enhancing, extending, and maintaining the automotive classified ad platform supporting 500,000+ unique visitors/month, 5 million+ page views/month and used by over 25 clients including the Wall Street Journal and the New York Times
- Designed and developed automotive research center application, featuring content integration with several major vendors including Kelley Blue Book, Intellichoice and J.D. Power & Associates
- Conceived, designed and built comprehensive application widget library to increase flexibility and dramatically reduce need for client customizations
- Re-designed and built update process responsible for transforming normalized back-end database structure to de-normalized front-end structure for fast searching, resulting in significant performance and scalability improvements
- Designed, developed and implemented complex algorithms for mapping automotive data across multiple popular vendors
- Developed major revision to in-house automotive configuration tool
- Designed and implemented third-party automotive leads integration system
- Developed site re-design of front-end motors consumer application

11/2005-04/2006: Application Developer / Dunn Solutions Group / Chicago, IL

Worked with Java, XML, SQL, Hibernate, iBatis, DB2, Oracle in the following projects:

VAI Automation
- Implemented data access layer and infrastructure for a rules engine-driven automation system for a steel mill
- Assisted in development of messaging layer for processing external system events
- Developed persistence mechanism for facts-base used by rules engine

City Of Chicago
- Developed ETL application for migrating and transforming heterogeneous public works information from disparate databases to a single target database

04/2005-09/2005: Web Developer / University of Toronto - Law Faculty / Toronto, ON

Worked with ASP, JavaScript, HTML, CSS, MS Access in the following projects:

Canadian Association of Law Teachers
- Built database driven searchable member directory site
- Built web-based content management system for member directory

09/2004-04/2005: Web Developer / University of Toronto – Law Library / Toronto, ON

Worked with ASP, Javascript, HTML, CSS, MS Access in the following projects:

Electronic subscriptions
- Built database driven search site for electronic library subscriptions
- Built web-based content management system for electronic subscriptions

Law Journals Database Online
- Performed site reorganization and various bug fixes

Additional Responsibilities
- Provided wireless network connectivity support for law students
- Provided virus protection and removal services for law students

05/2003-09/2004: IT Specialist / IBM Canada Ltd. / Markham, ON

- Provided workstation support and troubleshooting for the Large Systems Team
- Monitored incoming high priority customer calls and escalated to the support team
- Performed hardware and software maintenance of department servers
- Developed and maintained department Lotus Notes databases and web sites
- Evaluated and established department server compliancy with IBM security standards

- Developed and executed routine security audits of department servers
- Worked on the following projects:

BCS Integration
- Traveled across Canada as a member of the award-winning workstation re-imaging team responsible for integrating PricewaterhouseCoopers consulting into IBM

Security Audit Preparedness
- Developed application interface to port scanning utility for use in security compliance testing by multiple departments

Hobbies & Interests:

- CIUT.fm - Volunteer in the music department sourcing and processing new releases & music for use in various radio shows
- Dictionary of Tonalities - Developed PHP/MySQL based Compositional Tool

Jason Mitchell, PMP

91 Oak Park Avenue
Toronto, Ontario   M4C 4M5

Professional Overview

- 25 years of project management and documentation experience in technology companies, building retail, enterprise and OEM software and internal systems.
- A proven track record of delivering projects on time and within budget.
- Team player, excellent communicator, able to juggle multiple projects.

Recent Work Experience

November 2007 to present

BiblioCommons, Toronto

Project Manager

- Manage implementation of core product with public libraries, from post-contract kickoff to public launch
- Support clients post-implementation
- Write and edit product documentation for both patrons and library staff
- Assist with release testing and communication

April 2006 to October 2007

Tira Wireless, Toronto

Documentation Manager

- Wrote, edited, designed and produced print documentation for Tira's suite of mobile app porting products
- Managed another full-time writer and contractor

August 2004 to present

TELUS Mobility, Toronto

Project Manager / Editor, Wireless Offer House

- Managed the creation of request for proposal responses within the TELUS Mobility corporate sales group, the Wireless Offer House. The role combined project managing, editing and writing, for bids that range in value between $50,000 and $10-million.
- Identified and engaged subject matter experts in Radio Frequency Engineering, Product Development, Legal Services and other areas to ensure responses are factually correct and legally sound.
- Helped team to raise the value of winning bids to over $50-million in 2005 from $35-million in 2004.

February 2003 to July 2005

CCH Canadian Limited, Toronto

Project Manager (contract)

- Facilitated the development of internal technology projects, and external research and software tools for the legal, tax and HR professions. Activities included market research, writing requirements definitions and technical specifications, usability testing, user documentation, risk management, scheduling and testing. Example projects: HRAnswersNow, a Web-based subscription product for HR professionals; Health & Safety Planner, a wizard-based desktop

application for generating a corporate health and safety policy.

- Assisted develop the Project Management Office by refining processes and introducing business units to its methodologies.
- Wrote and maintained project documents, including project charter, requirements documents, schedule and supporting documentation.

January 1999 to October 2002

Metamail Inc., Richmond Hill

Manager, Professional Services

- Directed a team of six responsible for e-mail marketing services. The group designed, wrote, tested and deployed e-mail on behalf of clients in the technology, finance, education and entertainment sectors.
- Oversaw the production of an opt-in "e-mail show" called *The Dark Nile*, which involved image licensing and creation, the development of a Web site, custom e-mail deployment system and 40-episode story.
- Managed the corporate Web site, including design and copywriting.

Manager, R&D

- Oversaw expansion of the R&D organization (Development, QA and Documentation) as it grew from a dozen to more than 25; assisted with recruiting, hiring, budgeting and day-to-day operations.
- Wrote Industrial Research Assistance Program (IRAP) proposal that netted the company $150,000.

Manager, Documentation & Usability

- Prepared product documentation and localization plans for XML-based client/server e-mail products.
- Ran usability studies to determine product direction, feature set and interface design.

Education

University of Waterloo
Bachelor of Arts, Honours English

Project Management Professional (PMP) Certification (2004)

Certified Scrum Master (2010)

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. MSO0056

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)   (1)   Not to engage in any discriminatory employment practice defined in this chapter.

      (2)   To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

      (3)   To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

      (4)   To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

      (5)   To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

      (6)   To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

      (7)   To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.
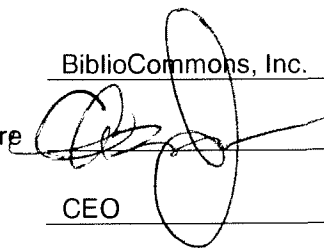
Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____16_____ day of ___August___ , ___2011___

CONTRACTOR   BiblioCommons, Inc.
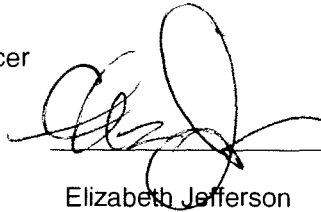
Authorized Signature _____

Title   CEO

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. MSO0056

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: BiblioCommons, Inc.

Signature of Officer
or Authorized
Representative: _____ Date: _Aug 16, 2011_

Printed Name: Elizabeth Jefferson

Title CEO

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

SOLICITATION NO. MSO0058

FOR
Discovery Layer Solution for the Austin Public Library On-line Catalog

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: BiblioCommons Inc.

Printed
Name: Elizabeth Jefferson

Title   CEO

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 6th day of April, 2014.

Notary Public

Angi Temiris Panzaru
Barrister, Solicitor & Notary Public

My Commission Expires   N/A.

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. MSO0056

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and
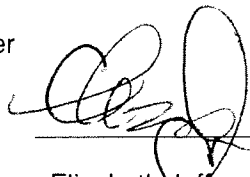(2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Jason Mitchell	Project Manager

(2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: BiblioCommons, Inc.

Signature of Officer
or Authorized
Representative: _____   Date: _Aug 16, 2011_

Printed Name: Elizabeth Jefferson
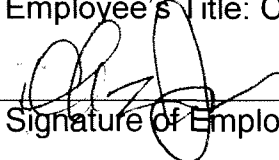
Title   CEO

CITY OF AUSTIN, TEXAS
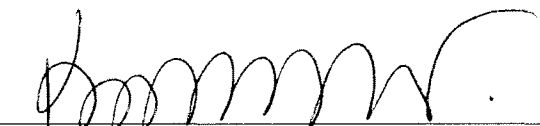## LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number: MSO0058	Description of Services: Discovery Layer Solution for APL On-line Catalog
Contractor Name: BiblioCommons, Inc.	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.   In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision.   Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title: CEO	
Signature of Employee	Date 16|6|11
Type or Print Name Elizabeth Jefferson	

(Witness Signature)

KENDALL CHANDLER
(Printed Name)

EPLS

Excluded Parties List System

Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates
> Browse All Records

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : BiblioCommons
As of 23-Jan-2012 9:43 AM EST
Save to MyEPLS

Your search returned no results.

Back   New Search   Printer-Friendly

Resources

> Search Help
> Advanced Search Tips
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News
> System for Award Management (SAM)

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates
> Browse All Records

Contact Information

> For Help: Federal Service Desk

City of Austin

Founded by Congress, Republic of Texas, 1839

P.O. Box 1088, Austin, Texas 78767-1088

Financial and Administrative Services Department

January 6, 2012

To: All Respondents to RFP MSO0058

RE: Contract Award

RFP No.: RFP MSO0058 – Discovery Layer Solution for the Austin Public Library On-Line Catalog

This letter is to inform you that the RFP Evaluation Committee recommended to the Austin City Council that the City award the contract to BiblioCommons, Inc., for the services noted, as a result of the above referenced Request for Proposal (RFP).

Although the City was impressed with all firms' proposals and all firms were highly qualified, the Evaluation Committee felt that the proposal presented by BiblioCommons, Inc.will best meet the City's requirements.

The City of Austin greatly appreciates your participation in this RFP process and for your interest in doing business with us. The final matrix is attached for you as well. We will keep your original proposal for our files.

Respectfully,

Brenda Helgren

Sr. Buyer

Purchasing Office

Finance & Administrative Services Department

Enclosure: Evaluation Matrix

EVALUATION MATRIX

REQUEST FOR PROPOSAL NO.   MSO0058

DISCOVERY LAYER SOLUTION FOR THE APL ON-LINE CATALOG

	BiblioCommons Toronto, Canada	Innovative (1) Interfaces Emeryville, CA	Sirsidynix Provo, UT	
1. Proposed Solution Viability Compliance with functional requirements, compliance with technical requirements, (60 points)	46	38	40	
2. Total Evaluated Cost Proposer with the lowest cost to City receives the maximum points; remaining proposers are scored on a percentage ratio basis (25 points)	10	25	8	
3. Experience Number of successfully installed sites, customer references, similar installations, maturity of product, maturity of company (15 points)	11	12	12	
SUB-TOTAL	67	75	60	
DEMONSTRATION (25 points)	23	Declined	21	
TOTAL POINTS	90	75	81	

(1) Innovative Interfaces declined to provide a demonstration and therefore is not qualif

AGENDA

Recommendation for Council Action (Purchasing)

Austin City Council		**Item ID:**	11748	**Agenda Number**	34.

Meeting Date:	January 12, 2012
Department:	Purchasing

Subject

Authorize award, negotiation, and execution of a 12-month requirements service contract with BIBLIOCOMMONS, INC., Canada or with the other qualified respondent to RFP MSO0058 to provide software, installation, and training services for a discovery layer on top of the City of Austin Public Library's existing catalog, in an amount not to exceed $94,200 with four 12-month extension options in an amount not to exceed $67,571, $71,186, $75,065 and $79,231 respectively, for a total estimated contract amount not to exceed $387,253.

Amount and Source of Funding

Funding in the amount of $70,650 is available in the Fiscal Year 2011-2012 Operating Budget of the Austin Public Library. Funding for the remaining 3 months of the original contract period and the extension options is contingent upon available funding in future budgets.

Fiscal Note

There is no unanticipated fiscal impact. A fiscal note is not required.

Purchasing Language:	Best evaluated proposal of three proposals received.
Prior Council Action:	
For More Information:	Brenda Helgren, Sr. Buyer/974-9141
Boards and Commission Action:	
MBE / WBE:	This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.
Related Items:	

Additional Backup Information

This contract is for a front-end piece of software, discovery layer, to layer on top of the City of Austin Public Library's existing catalog of materials. Requirements for this software were generated by taking existing customer and staff suggestions on how to improve the usefulness and usability of our current online public access catalog. The resulting vendor will give the City of Austin Public Library a catalog that stylistically integrates with the City's AustinGo web redesign project and helps the Austin Public Library reach its "Best Managed" goals of having a catalog that can help the City of Austin customers discover new city services while perusing the Austin Public Library's collection.

A hosted solution was selected in order to speed up rollout to coincide with the changes that are taking place during the AustinGo web redesign project. Added benefits of hosting include the automatic rollout of new features and services as they happen. The goals for this piece of software are to:

- integrate the Austin Public Library Catalog with the AustinGo web redesign
- eliminate existing manual operations
- implement an Integrated Library System (ILS) with the Discovery Library Interface and the City of Austin Library's Online Public Access Catalog
- enhance the Austin Public Library (APL) website uniformity and presentation
- meet customer expectations and receive positive customer comments
- improve search functionality for APL personnel and COA customers by enhancing a user's experience, especially the relevance of results of the majority of queries, which are under-specified
- improve site navigation
- increase page views on Discovery Layer as compared to old Online Public Access Catalog (OPAC)
- retain APL customers through service delivery and improved awareness
- provide social networking, book comment reviews, user tags, user ratings and user created and shared item lists; added features of the discovery layer interface software not offered by the existing system.

The purchase for the software is $64,200 with implementation and training for the service is a one-time cost of $30,000, and an ongoing fee of $67,571, $71,186, $75,065 and $79,231 respectively for hosting and support.

A cross-functional team from the Austin Public Library and Communications and Technology Management evaluated the proposals based upon compliance with functional and technical requirements, total evaluated cost, and experience. This request allows for the development of an agreement with a qualified offeror that Council selects. If the City is unsuccessful in negotiating a satisfactory agreement with the selected offeror, negotiations will cease with that provider. Staff will return to Council so that Council may select another qualified offeror and authorize contract negotiations with this provided.

MBE/WBE solicited: 12/2   MBE/WBE response: 0/0

PROPOSAL ANALYSIS-RFP NO. MSO0058

a. Adequate competition.
b. One hundred fifty-four notices were sent, including 12 MBEs and 2 WBEs. Three proposals were received, with no response from the MBE/WBEs.
c. This is the first purchase of its type; therefore, there is no pricing history available.

APPROVAL JUSTIFICATION

a. Best evaluated proposal.
b. The Purchasing Office concurs with the Austin Public Library's recommended award.

c. Advertised in the Austin American Statesman and on the Internet.

EVALUATION MATRIX

REQUEST FOR PROPOSAL NO.   MSO0058

DISCOVERY LAYER SOLUTION FOR THE APL ON-LINE CATALOG

	BiblioCommons	Innovative (1) Interfaces	Sirsidynix	
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TOTAL POINTS	90	75	81	

(1) Innovative Interfaces declined to provide a demonstration and therefore is not qualified.

Helgren, Brenda

From:	Castro, Carolyn
Sent:	Thursday, January 12, 2012 3:07 PM
To:	Aden, Steve; Athey, Colleen; Banda, Cruz; Ceder, Sydney; Cocke, Steven; Dilbert, Jeffery; Grace, Erin; Helgren, Brenda; Hurta, Cindy; Johnson, Byron; Jones, Wilbur; Miller, Yolanda; Patterson, Sharon; Xoomsai, Sai; AE Purchasing
Cc:	Bacon, Reba; Cruz, Lupe; Folco, Elisa; Forsey, Anne; Gonzales, Cynthia [FSD]; Harris, Laurinda; Kaspar, Monica; Kucko, David; Lucas, Denise; Ming, Kenneth; Neal, Jane; Reyes, Cindy; Samaripa, Matt; Thorpe, Lynda; Valle, Jorge; Washington, Bea
Subject:	COUNCIL ACTION 1/12/2012 - ALL PURCHASING ITEMS APPROVED

AUDIT NOTE: **You are responsible for ensuring a copy of the final RCA and Council's approval are included in the contract file. This email can serve as notification of Council approval. To access the final RCA, click anywhere on the underlined agenda item; click on the PDF icon; and print the final RCA.**

A U S T I N   C I T Y   C O U N C I L
AGENDA

Meeting Date: Thursday, January 12, 2012

PURCHASING OFFICE:

32. Approve ratification of an emergency purchase with MATOUS CONSTRUCTION, LTD, Belton, TX for the purchase and installation of two blowers at the South Austin Regional Wastewater Treatment Plant for the Austin Water Utility in an amount not to exceed $1,235,989.

33. Authorize award and execution of a 36-month supply agreement with COMMUNITY TRUCKING, LLC, Cedar Park, TX, to provide delivered crushed rock for the Watershed Protection Department in an amount not to exceed $239,301 with three 12-month extension options in an amount not to exceed $79,767 per option, for a total contract amount not to exceed $478,602.

34. Authorize award, negotiation, and execution of a 12-month requirements service contract with BIBLIOCOMMONS, INC., Canada or with the other qualified respondent to RFP MSO0058 to provide software, installation, and training services for a discovery layer on top of the City of Austin Public Library's existing catalog, in an amount not to exceed $94,200 with four 12-month extension options in an amount not to exceed $67,571, $71,186, $75,065 and $79,231 respectively, for a total estimated contract amount not to exceed $387,253.

35. Authorize award and execution of a contract with ANIXTER INC., Austin, TX for the purchase of 200,000 feet of 48 strand single-mode fiber optic cable in an amount not to exceed amount of $90,900.00.

36. Authorize award, negotiation, and execution of a 12-month agreement through the State of Texas General Services Administration cooperative purchasing program with FORRESTER RESEARCH, INC., Cambridge, MA to provide licenses for access to technology research and analysis in an amount not to exceed $55,658.

37. Authorize award, negotiation, and execution of a 12-month service agreement through the State of Texas Department of Information Resources (DIR) cooperative purchasing program with GARTNER INC., STAMFORD, CT, to provide subscription-based information technology executive focused technology research and analysis in an amount not to exceed $71,114.

38. Authorize award and execution of Amendment No. 3 to a 48-month contract with GINNY'S COPYING SERVICES, INC., Austin, TX for printing services for the Watershed Protection Department, for the remaining two 12-month extension options in an estimated amount not to exceed $25,000, for a revised total estimated contract amount not to exceed $168,750.

39. Authorize award and execution of Amendment No. 1 to a 24-month contract with TXI OPERATIONS, LP, Austin, TX for fine aggregate (washed concrete sand) and coarse aggregate (concrete river gravel) for the Public Works Department, for the remaining two additional 12-month extension options in an estimated amount not to exceed $32,000, for a revised total estimated contract amount not to exceed $128,000.

40. Authorize award and execution of Amendment No. 11 to add the final year of funding to a lease agreement through the Texas Local Government Purchasing Cooperative (BuyBoard) with IKON OFFICE SOLUTIONS INC., Austin, TX to provide for the lease of copiers for the Aviation Department in an estimated amount not to exceed $35,000, for a total revised contract amount not to exceed $175,211.64.

41. Authorize award and execution of Amendment No. 3 to a 48-month contract with APAC-TEXAS, INC., Round Rock, TX for washed filter sand for the Watershed Protection Department in an estimated amount not to exceed

$33,000, with one additional 12-month extension option in an estimated amount not to exceed $33,000, for a revised total estimated contract amount not to exceed $206,250.

42. Authorize award and execution of Amendment No. 1 to a 36-month contract with CENTEX MATERIALS, LLC, Austin, TX for flexible base materials for street maintenance in an estimated amount not to exceed $15,950, with two additional 12-month extension options in an estimated amount not to exceed $15,950 per option, for a revised total estimated contract amount not to exceed $95,700.

43. Authorize award and execution of a contract with LIGHTHOUSE SOLAR AUSTIN, Austin, TX, for the installation of solar photovoltaic (PV) systems at seven City of Austin locations in an estimated amount not to exceed $223,715.

44. Authorize award and execution of a contract with ALFRED CONHAGEN, INC. OF TEXAS, La Marque, TX, or one of the other qualified offerors to RFP No. DKC0029, to rebuild a feedwater pump at Austin Energy's Sand Hill Energy Center in an estimated amount not to exceed $135,025.

45. Authorize award and execution of a 12-month requirements supply contract with GENERAL ELECTRIC COMPANY dba GE Multilin U.S., Burnaby, BC, Canada for the purchase of JungleMUX equipment for Austin Energy and Communications & Technology Management in an estimated amount not to exceed $675,160, with four 12-month extension options in an estimated amount not to exceed $474,173 for the first extension option, $733,120 for the second extension option, $419,209 for the third extension option, and $177,273 for the fourth extension option; for a total estimated contract amount not to exceed $2,478,935.

46. Authorize award and execution of a 8-month requirements contract through The Cooperative Purchasing Network with O'REILLY AUTOMOTIVE, INC., Springfield, MO, for the purchase of automotive batteries and parts in an estimated amount not to exceed $151,000, with three 12-month extension options in estimated amounts not to exceed $271,000 for the first extension option, $325,000 for the second extension option, and $389,800 for the third extension option, for a total estimated contract amount not to exceed $1,136,800.

47.	Authorize award and execution of Amendment No. 1 to a contract with RALPH RIOJAS ENTERPRISES, Austin, TX, for courier services for Municipal Court to exercise the first extension option in the amount of $14,240, with two additional 12-month extension options in an amount not to exceed $14,240 per option, for a revised total estimated contract amount not to exceed $85,440.

48.	Authorize award, negotiation, and execution of a 12-month contract through the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) with TIME WARNER TELECOM through the cooperative purchasing program, Austin, TX, for the purchase of telecommunications and internet services at the Austin-Bergstrom International Airport in an estimated amount not to exceed $90,000 with four 12-month extension options in an estimated amount not to exceed $90,000 per option, for an estimated total not to exceed contract amount of $450,000.

49.	Authorize execution of a 6-month requirements supply contract through the TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) with GULF COAST PAPER COMPANY, Corpus Christi, TX, for janitorial supplies in an amount not to exceed $840,000 with no extension options.

50.	Authorize award and execution of Amendment No. 1 to a requirements service contract with SHERRY MATTHEWS ADVOCACY MARKETING, Austin, TX for social marketing and media services for the Live-Tobacco Free Austin campaign in an estimated amount not to exceed $1,000,000, for a revised total contract amount not to exceed $3,842,594.

51.	Authorize award and execution of a 36-month requirements supply contract with TEXAS ELECTRIC COOPERATIVES, Georgetown, TX for the purchase of creosote treated wood utility poles for Austin Energy in an estimated amount not to exceed $1,505,196 with three 12-month extension options in an estimated amount not to exceed $501,732 per extension option, for a total estimated contract amount not to exceed $3,010,392.

52.	Authorize award and execution of a contract through the Texas Multiple Award Schedule (TXMAS) with ROCKFORD BUSINESS INTERIORS, Austin, TX, for the purchase and installation of modular and free standing system furniture at the Economic Growth and Redevelopment Office's Entrepreneur Center in an amount not to exceed $81,020.97.

53. Authorize award and execution of a 36-month requirements supply agreement with ENNIS PAINT INC., Ennis, Texas, for yellow and white thermoplastic marking material in an amount not to exceed $1,264,500 with three 12-month extension options in an amount not to exceed $421,500 for each option, for a total contract amount not to exceed $2,529

54. Authorize award and execution of a 36-month requirements supply agreement with ENNIS PAINT INC., Ennis, TX, for Traffic Paint for the Austin Transportation Department and Aviation Department in an amount not to exceed $513,964.50 with three 12-month extension options in an amount not to exceed $171,321.50 for each option, for a total contract amount not to exceed $1,027,929.

55. Authorize award and execution of two 24-month requirements supply contracts for the purchase of street light lamps for Austin Energy with: FACILITY SOLUTIONS GROUP, Austin, TX, in an estimated amount not to exceed $252,795 with three 12-month extension options in an estimated amount not to exceed $126,398 per extension option, for a total estimated contract amount not to exceed $631,989, and with CRAWFORD ELECTRIC SUPPLY CO., Austin, TX, in an estimated amount not to exceed $46,804, with three 12-month extension options in an estimated amount not to exceed $23,402 per extension option, for a total estimated contract amount not to exceed $117,010. The amount for all street light lamps required under these contracts will be for a total combined estimated amount not to exceed $748,999.

56. Authorize award, negotiation and execution of Amendment No. 5 to nine requirements service contracts with A-PLUS ENERGY MANAGEMENT & A/C, Austin, TX; AMERICAN CONSERVATION & AIR, Austin, TX; APPLE ENERGY GROUP, LLC, Austin, TX; ATS ENGINEERING & INSPECTORS (WBE/FW), Austin, TX; CITY CONSERVATION, Austin TX; MCCULLOUGH HEATING & AIR CONDITIONING, INC., Austin, TX; CONSTANT ENERGY SOLUTIONS, LLC, Spring, TX; THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY, Herndon, VA; and THE NELROD COMPANY, Fort Worth, TX, to increase the contract for weatherization test in audit services in an estimated combined contract amount not to exceed $67,500, for a revised estimated combined contract amount not to exceed $1,040,000. Related to Items 6 and 57.

57. Authorize award and execution of Amendment No. 3 to nine requirements service contracts with A-PLUS ENERGY MANAGEMENT & A/C, Austin,

TX; AMERICAN CONSERVATION & AIR, Austin, TX; APPLE ENERGY GROUP, LLC, Austin, TX; ATS ENGINEERING & INSPECTORS, Austin, TX; CITY CONSERVATION, Austin, TX; MCCULLOUGH HEATING & AIR CONDITIONING, INC., Austin, TX; CONSTANT ENERGY SOLUTIONS, LLC, Spring, TX; THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY, Herndon, VA; and THE NELROD COMPANY, Fort Worth, TX, to increase the contract for weatherization test out audit services in an estimated combined contract amount not to exceed $50,000, for a revised estimated combined contract amount not to exceed $478,000. Related to Items 6 and 56.

C I T Y O F   A U S T I N, T E X A S
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO: MSO0058

DATE ISSUED: July 4, 2011

REQUISITION NO.: 5600-11062000404

COMMODITY CODE: 20859

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Mick Osborne

<u>Specialist Sr. Buyer</u>
Phone: (512) 974-2995

COMMODITY/SERVICE DESCRIPTION: Discovery Layer Solution for the Austin Public Library On-line Catalog

PRE-PROPOSAL CONFERENCE TIME AND DATE: 9:00 a.m. on July 13, 2011

LOCATION: Municipal Building, 124 W. 8th St., 3rd Fl. Conference Rm.

PROPOSAL DUE PRIOR TO: 1:00 p.m. on August 3, 2011

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 1:00 p.m. on August 3, 2011
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City.   Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto https://www.cityofaustin.org/purchase and follow the directions.

<u>SUBMIT 1 ORIGINAL AND 11 SIGNED COPIES OF RESPONSE</u>

SOLICITATION TO:

Insert Vendor Name & Address

_____   _____
Signature of Person Authorized to Sign Offer   Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO._____   Date: _____

Company Name:_____

Address: _____

City, State, Zip Code__

Phone No. (   )   Fax No. (   )

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY
Company "Remit To" Name:_____
Remit to Address: _____
City, State, Zip Code__
Email Address__

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See **http://www.ci.austin.tx.us/purchase/standard.htm** *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK / PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS	40
0600		N/A
0700	REFERENCE SHEET	N/A
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	N/A
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1
APXA	APPENDIX A, VENDOR RESPONSE ACCESS DATABASE INSTUCTIONS	2
APXB	FUNCTIONAL AND TECHNICAL REQUIREMENTS ACCESS DATABASE	MUST DOWNLOAD
APXC	COST PROPOSAL SPREADSHEET	6

All other Sections may be viewed at: ***https://www.cityofaustin.org/purchase*** by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page   Offer Sheet
- Section 0700   Reference Sheet (if required)
- Sections 0800 - 0835   Certifications and Affidavits (return all applicable Sections)
- Section 0900   MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable
- Bid Guaranty   (if required)

** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.

NOTES:

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* INCORPORATION OF DOCUMENTS.   Section 0100, Standard Purchase Definitions; **Section 0200, Standard Solicitation Instructions**; and **Section 0300, Standard Purchase Terms and Conditions** are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: **http://www.ci.austin.tx.us/purchase/standard.htm**.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

<u>DESCRIPTION:</u> Discovery Layer Solution for the Austin Public Library On-line Catalog
RFP NO. MSO0058 ADDENDUM NO. 1 DATE OF ADDENDUM 7-5-11

This Request for Proposal is hereby amended to incorporate the following:

1.0   Several incorrect documents were posted online for this solicitation. The following documents have been reposted:

MSO00580500
MSO00580800
MSO00580805
MSO00580815
MSO00580820
MSO00580900

2.0   All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

_____   _____   _____
BIDDER   **AUTHORIZED SIGNATURE**   **DATE**

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

REQUEST FOR PROPOSAL ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: Discovery Layer Solution for the Austin Public Library On-line Catalog
RFP NO. MSO0058 ADDENDUM NO. 2 DATE OF ADDENDUM 7-15-11

   This Request for Proposal is hereby amended to incorporate the following:

1.0   The proposal due date has been changed to be prior to 1:00 p.m. on August 17, 2011.

2.0   All other terms and conditions shall remain the same.

APPROVED BY: (signed copy available in the Purchasing Office)
Michael S. (Mick) Osborne, (512) 974-2995
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

_____   _____   _____
BIDDER   AUTHORIZED SIGNATURE   DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE
OR WITH YOUR BID; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR
BID.

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 p.m. on July 14, 2011. Inquiries should be e-mailed to mick.osborne@ci.austin.tx.us.

2. **INSURANCE.** Insurance is required for this solicitation.

   A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

   i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

   ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

   iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

   iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

   City of Austin Purchasing Office
   Attn: Mick Osborne
   P. O. Box 1088
   Austin, Texas 78767

   B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

   i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

   (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage

        (b)   Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

    ii.   <u>Commercial General Liability Insurance</u>. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

        (1)   The policy shall contain the following provisions:
            (a)   Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b)   Independent Contractor's Coverage.
            (c)   Products/Completed Operations Liability for the duration of the warranty period.
            (d)   If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
        (2)   The policy shall also include these endorsements in favor of the City of Austin:
            (a)   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
            (b)   Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
            (c)   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

    iii.   <u>Business Automobile Liability Insurance</u>. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

        (1)   The policy shall include these endorsements in favor of the City of Austin:
            (a)   Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
            (b)   Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
            (c)   The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C.   <u>Endorsements</u>. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

D.   <u>Certificate:</u> The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. **TERM OF CONTRACT**

A.   The Contract shall be in effect through final system acceptance and the warranty period and may be extended thereafter for up to four additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or her designee.

B.   Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C.   Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

A.   Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management
Attn:	IT Procurement
Address	PO Box 1088
City, State Zip Code	Austin, TX 78767

B.   The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **RETAINAGE**

The City will withhold ten percent (10%) retainage until completion of all work required by the Contract for each Phase. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

6. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

A.   In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B.   Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C.   The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D.   The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

    i.   employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
    ii.   time and date of week when employee's workweek begins;
    iii.   hours worked each day and total hours worked each workweek;
    iv.   basis on which employee's wages are paid;
    v.   regular hourly pay rate;
    vi.   total daily or weekly straight-time earnings;
    vii.   total overtime earnings for the workweek;
    viii. all additions to or deductions from the employee's wages;
    ix.   total wages paid each pay period; and
    x.   date of payment and the pay period covered by the payment.

E.   The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits Employee Certification included in the Solicitation)** for all employees directly assigned to the contract containing:

    i.   the employee's name and job title;
    ii.   a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
    iii.   a statement certifying that the employee is offered a health care plan with optional family coverage.

    Employee Certifications shall be signed by each employee directly assigned to the contract.

A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding $5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance **(see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

8. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

A. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

9. **Product Warranty**

All product and service warranties, including third party software, are to begin upon final user acceptance testing, which acceptance shall be done in writing to the Licensor.

10. **Additional Changes to existing provisions of the COA Standard Purchase Terms and Conditions (0300)**:

1. The introductory paragraph of Section 0300 is amended to read:

By submitting an Offer in response to the Solicitation, the Licensor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8 and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services.

2. Section 0300 Paragraph 21, "Warranty – Deliverables," is deleted in its entirety.

3. Section 0300 Paragraph 38, "Ownership and Use of Deliverables," is deleted in its entirety.

11. **Right to Use and Adapt**

Except as specified herein and in the Licensor Software License Schedule and Software Support Schedule, there shall be no restrictions on Purchaser's rights to use or move the Software to a new location within the State of Texas. Purchaser's rights and protections in this section shall survive the termination of the Contract.

12. **Force Majeure**

The nonperformance or delayed performance by Licensor or City of any obligation under the Contract shall be excused if such nonperformance or delay is caused by circumstances beyond its control ("Force Majeure"), except to the extent that Licensor knew or should have been able to foresee the likelihood of such an event prior to City's award of the contract and failed to inform City thereof. Items beyond the control of the parties include but are not limited to: acts of a public enemy; natural disasters; epidemics or quarantine restrictions; war, riot, or sabotage; fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials, or supplier delays; and acts of civil or military authority having jurisdiction.

In the event of any delay which can be shown to be attributable to any of the foregoing causes, the date for performance of the relevant provision shall be extended for a period equal to the time lost by reason of the delay but in no event longer than one hundred twenty (120) days, at which time the City may elect to terminate the contract, providing the Licensor or City, as applicable, has taken reasonable steps to proceed with the performance of the Contract and has made written notification of such delay and of any corrective action taken. Project milestone dates shall be adjusted by the amount of time attributable to the delay. Licensor shall not be entitled to any increase in compensation. The following delays shall not constitute excusable delays in performance by Licensor and shall not constitute a reason for extending the date for performance of the Contract:

i.   Delays by sub Licensors or by suppliers for reasons other than those defined above.

ii. Delays in documentation approval due to inadequate design or documentation or to unrealistic approval schedules.

iii. Delays caused by Licensor's lack of sufficient personnel with the necessary technical skills.

In the event that the Software becomes inoperable, fails to function, or is incapable of operating as a result of causes beyond Licensor's reasonable control, including but not limited to the situations listed in subparagraph (a) above, then City shall be entitled, as its sole remedy for such failure, to an abatement of the Licensing, Maintenance and Operations fees payable hereunder, it being agreed that such a failure is not a default by Licensor, and that this abatement represents a fair and reasonable remedy and allocation of risk between City and Licensor.

13. **Final Acceptance**

Final acceptance of the Software and Services is defined as successful completion by Licensor of all Deliverables (including all required customizations) and payment milestones for all phases as stated in the Milestone Deliveries and Payment Schedule, and after Purchaser's receipt of all final documentation reflecting all changes and corrections, including those resulting from site acceptance testing and availability testing. For an intermediate implementation phase, acceptance of the phase or milestone shall be deemed to occur when Purchaser has completed the review and acceptance testing for that portion of the project, and all Defects, if any, have been addressed to Purchaser's satisfaction. The warranty period shall begin only upon final acceptance.

Licensor shall request final acceptance in writing stipulating that:

The Milestone Deliveries and Payment Schedule is completed.

Final acceptance and payment does not constitute a waiver by Purchaser of any rights with respect to Licensor's continuing obligations under the Contract.

It agrees to a waiver of all claims beyond final payment by Licensor against Purchaser other than those previously made in writing and still unsettled.

Final acceptance of the Work will be confirmed by Purchaser in writing and by making the final payment to Licensor.

For those customizations Purchaser requests subsequent to those itemized in the original Contract and provided by Licensor, such customizations shall also be subject to the final acceptance process set forth in paragraphs A-C above. Licensor and Purchaser shall decide upon a mutually agreeable schedule for the development and completion of any such subsequent customization features.

14. **Warranties by Licensor against Infringements** The Licensor represents and warrants to the City that: (i) the Licensor shall provide the City good and indefeasible license or sublicense to the Deliverables (as appropriate) and (ii) the Deliverables supplied by the Licensor in accordance with the specifications in the Contract do not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; (iii) that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and (iv) the Licensor does not know of any valid basis for any such claims. The Licensor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise of the rights associated with the City's ownership, or if applicable, license rights, and its use of the Deliverables as set forth in this Contract infringes the intellectual property rights of any third party; or (ii) the Licensor's breach of any of Licensor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim at its own expense or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Licensor agrees that the City's specifications regarding the Deliverables shall in no way diminish Licensor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Licensor. If a claim described above may be or has been asserted, City shall permit Licensor, at Licensor's expense, to provide one of the following remedies in the following prioritized order, all at no additional cost to City: (i) procure the right to continue using the Software; or (ii) replace or modify the Software to eliminate the infringement while providing substantially equivalent functional performance. If Licensor remedies the claim by providing City replacement Software, City may reject such option, if in its reasonable judgment the replacement Software does not provide equivalent functional performance. Licensor shall have no indemnity obligation to the City under this Section if the infringement claim results from and would not have occurred but for (i) a modification of the Intellectual Property not provided by Licensor or authorized in writing by an authorized representative of Licensor, (ii) the failure to use any corrective update or the most recent version of the Intellectual Property, provided at no cost to the City, or (iii) the combination of the Intellectual Property with

other non-Licensor products, other than such other Software as is reasonably intended for use with the Intellectual Property and approved in advance by an authorized representative of Licensor.

15. **Warranty – Software and other Non-Service Deliverables** The Licensor warrants and represents that during the Warranty Period all Deliverables purchased, licensed, or sublicensed to the City under the Contract shall be free from material defects in design, workmanship or manufacture, will function substantially in accord with their documentation, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Licensor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.

A. The Licensor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be not less than one year from the date of Final Acceptance of the Deliverables or from the date of Final Acceptance of any replacement Deliverables. If during the Warranty Period, one or more of the above warranties in this Section are breached, the Licensor shall promptly upon receipt of demand either use commercially reasonable efforts to correct the non-conforming Deliverables, or replace the non-conforming Deliverables with materially conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. If City elects to allow Licensor to correct the non-conforming Deliverable and notifies Licensor before the expiry of the Warranty Period that the Software does not function substantially as warranted, Licensor shall use commercially reasonable efforts to rectify each such non-conformity within the Warranty Period. If any such non-conformity, which has been reasonably verified or replicated by Licensor, has not been rectified by Licensor within the Warranty Period, the Warranty Period shall be extended until such non-conformity is rectified but in no case more than thirty (30) days from notice date. If during the Warranty Period, a non-conformity remains uncorrected for more than thirty (30) days from the time Licensor is informed of the non-conformity, then the City may (at its sole discretion and as its sole and exclusive monetary remedy): (i) reduce the quantity of Deliverables it may be required to purchase under the Contract from the Licensor, and obtain an immediate refund of money paid by the City for the non-conforming Deliverables; provided, however, that in addition to (and notwithstanding the foregoing) the City may seek any other monetary remedy available under this Agreement if Licensor fails to use its reasonable best efforts to correct the non-conformity. In addition, and notwithstanding the above, this paragraph shall not apply to any contractual requirements on Licensor to provide either insurance or indemnification and shall not limit the operation of or remedies provided by those sections of the Contract.

Licensor warrants that it will perform a standard virus check for known viruses prior to shipping the Software to City. Additionally, Licensor warrants that, to its knowledge, it has not inserted any time bomb or other similar disabling device into the Software.

Licensor warrants and represents that it has taken reasonable steps in accordance with its standard procedures to test the Licensed Programs for which a license is granted hereunder for spy ware and malware code and for code that collects and/or distributes information without Licensee's or the actual user's consent (hereafter referred to as "Invasive Code"); that to Licensor's best knowledge the Licensed Programs are free of Invasive Code as of the date of delivery by Licensor, and that Licensor will continue to take such reasonable steps with respect to future enhancements or modifications to the Licensed Programs. Licensee will also take reasonable steps in its other procurements and in the operation of its operating environment to monitor for and detect the presence of Invasive Code from other sources.

C. If the Licensor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Licensor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the

Licensor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

0500 TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The City of Austin (COA) is requesting proposals from experienced, knowledgeable and qualified vendors for a Discovery Layer solution to enhance and layer on top of the City of Austin Library's online public access catalog and integrated library system (ILS).

The system proposed must be based on the business requirements (see Appendix B - Appendix_B_APL_Discovery_Layer_for_Catalog_Requirements_Database.mde and reference spreadsheet Appendix D - Appendix_D_APL_Discovery_Layer_for_Catalog_Requirements.xls) of the City of Austin, Public Library Department which will use the new system.

1.2 Business Goals

The Discovery Layer service is in direct alignment with the City and Austin Public Library goals, this new functionality would provide a "Best Managed" service to City of Austin residents as City Manager Marc Ott has committed to. The following critical success factors of the Discovery Layer Interface for the Austin Library Catalog are to enhance the existing Sirsi Dynix Integrated Library System (ILS) and online public access catalog application "Find It" so that the City of Austin Public Library will be able to;

- To eliminate existing manual operations

- To implement an Integrated Library System (ILS) with the Discovery Library Interface and the City of Austin Library's Online Public Access Catalog

- To enhance Austin Public Library (APL) website uniformity and presentation

- To meet customer expectations and receive positive customer comments

- To improve search functionality for APL personnel and COA customers by enhancing a user's experience, especially the relevance of results of the majority of queries, which are under-specified

- To improve site navigation

- To increase page views on Discovery Layer as compared to old Online Public Access Catalog (OPAC)

- To retain APL customers through service delivery and improved awareness

- To provide social networking, book comment reviews, user tags, user ratings and user created and shared item lists which are added features that are connected with discovery layer interface software that the current product does not offer

1.3   Project Scope

1.3.1   General Information

The scope of work for the Austin Public Library will be to acquire the following:

- Discovery Layer hosted software as a service application

- System installation and setup

- Implementation support services

- Training (Administrator and end user training and materials)

- Product Documentation

- System testing, fixes and configuration

- Maintenance and support

- Project management

- Third Party Software (if applicable)

The Vendor must provide network infrastructure and facilities to support the system. The Vendor must furnish a fully functional system that meets the requirements specified in a negotiated contract. Details regarding the Buyer's responsibilities and the Vendor's responsibilities are noted below. The final contract will dictate specifics of the scope of work for both Buyer and Vendor.

1.3.2   Buyer's Responsibilities

The City of Austin shall be responsible for the following:

- Site preparation

- Personnel to assist product integration with current library system

- Approval of milestones and deliverables

1.3.3   Vendor's Responsibilities

The Vendor shall be responsible for the following:

- All technical documents for the proposed system and its components. These documents shall include network diagrams.

- Assist in the development of an acceptance test plan and assist in the performance of testing the entire system. During testing, the Vendor must be available for assistance and correction of any error detected. Testing must be successfully performed before the City approves the final sign-off for the acceptance of the system.

- Be available via a toll-free number for technical support and problem resolution during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.

- Provide API training to a minimum of 3 users.
- Product integration with current library system

2.0 DESCRIPTION OF EXISTING SYSTEM(S)

2.1   Business Context

The City of Austin Public Library seeks proposals from experienced, knowledgeable and qualified vendors for the acquisition of a Discovery Layer software solution. The solution must be hosted or software as a service (SAAS) option and must be able to securely interface with Austin Public Library Catalog data. SirsiDynix is the current Austin Public Library ILS vendor that utilizes "Find It", the online public access catalog application.

This product must have authorized users that are able to receive a complete copy of current and archived data hosted by a SAAS provider in the event of contract termination

The solution must have an Application Programming Interface (API) or a way to access the discovery layer content and catalog information to use in other areas of the City of Austin Library web presence. Vendors must provide detailed information on the API or solution to access the discovery layer and catalog information and list any modules for integration with the Drupal content management product.

The solution must allow Library Staff to access the Cascading style sheets (CSS) and directly modify the look and feel of the product.

2.2   Current System

The current process allows a user to access the (Presentation layer) "FindIt" Austin Public Library Online catalog via the internet at; https://www.ci.austin.tx.us/uhtbin/cgisirsi/x/x/0/49

The user may login by choosing the "My Account" button or may perform a search from the Quick Search field by library and material format.

When the search data is returned, the user will next scroll to find what they are looking for. At this point the current way to search within results is unintuitive and difficult. Users may request online help only at designated times. If the user search result is found a hold may be placed on the book. Or a Customer will come to a COA library and use the "Find It" software via library OPAC (online public access catalog) workstation. The Customer may choose to get the book if the book is found or may physically request assistance from a librarian.

The new solution will act as a layer between the customer and other current Austin Public Library modules such as; Catalog, Acquisitions, Payments and others. The Discovery Layer will do a periodic harvest of the COA ILS Data and use this information in concert with the shared data to

populate search results. The Customer will perform a search via the internet. The Discovery Layer will display results gleaned from COA ILS Data and their own shared data.

3.0 REQUIREMENTS INFORMATION

Vendor responses to the requirements are used to evaluate proposals. The Functional and Technical requirements are presented in sections 4 and 5 and also in Appendix B, the Vendor Response Access Database. *NOTE: **The Completed Vendor Response Database must be burned to a CD and included with proposals as described in Appendix A, Vendor Response Access Database Instructions. In addition a hard copy original of the requirement responses must also be submitted. (See Section 7.4.1)***

3.1 Organization of Requirements

Requirements are grouped into three areas:

- **Functional Requirements**: These requirements describe product features and functionality requested by end users.

- **Technical Requirements**: Developed by the City's Communication and Technology Management staff, these requirements describe the technical specifications to support the Functional Requirements and the constraints for security and networking.

- **Project Implementation Requirements**: These requirements describe the project management resources, processes, documentation and training that ensure effective product implementation and accomplishment of project objectives.

3.2 Qualifiers for Functional and Technical Requirements

3.2.1 Category

"Category" distinguishes the requirement within each functional and technical group. "Category ID" organizes requirements by business process or technical similarity.

3.2.2 Requirement Description

The "Requirement Description" describes the requirement.

3.2.3 Required Response

The purpose of the "Required Response" is to guide vendors in describing the item, product feature, or system customization that satisfies the requirements as stated in the "Requirement Description." The verbiage of the "Required Response" is intended to elicit responses that propose creative solutions.

3.2.4   Importance Rating

"Importance Rating" indicates how critical the requirement is to achieving product and project objectives. End users assign priorities to Functional Requirements and Communications and Technology Management staff assign Technical Requirement priorities. The three "Importance Levels" are:

- **Must Have**: These requirements may or may not be industry standards but are highly critical to the project. They must either be satisfied by the system's base functionality or the vendor must offer an alternative such as customization.

- **Expected**: These requirements are important to the end users of the system and generally are features that are industry standards. The majority of these requirements need to be satisfied.

- **Desired:** These requirements add value, but are not critical to end users. These features would be considered optional.

4.0   FUNCTIONAL REQUIREMENTS

4.1   Responding To Functional Requirements

To ensure that a proposed solution is thoroughly represented, Vendors should respond to each requirement by completing **Appendix B**, Vendor Response Access Database according to the instructions in Appendix A, Vendor Response Access Database Instructions.

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirem ent Type
F001	Austin Public Library	Communication	The solution must provide customer reminders via email such as; due dates, hold pick-up time and overdue notices.	List and describe all included customer reminder types.	3 - Must Have	Functional

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirem ent Type
F002	Austin Public Library	Data	The solution must have a "My Account" feature that at minimum shows items checked out, total holds, holds available for pickup, pickup information, account status information, and information about fines owed.	List and describe all features of the proposed "My Account" solution Including but not limited to; items checked out, total holds, holds available for pickup and information about fines owed.	3 - Must Have	Functional
F003	Austin Public Library	Data	The vendor shall provide the Library with a method to export APL data from the discovery layer.	Describe how the proposed solution will export data from the discovery layer.	2 - Expected	Functional
F004	Austin Public Library	Data	The solution must display Images of library materials in the catalog.	Describe how the proposed solution will display images of library materials in the catalog.	3 - Must Have	Functional
F005	Austin Public Library	Data	The solution must have an Application Programming Interface (API) or a way to access the discovery layer content and catalog information to use in other areas of the City of Austin Library web presence.	Provide detailed information on the API or solution to access the discovery layer and catalog information. List any modules for integration with the Drupal content management product.	3 - Must Have	Functional
F006	Austin Public Library	Data	The solution must provide a method for customers to place a hold on books.	Describe how the proposed solution will place a hold on books.	3 - Must Have	Functional

			TblAllRequirements			
Req ID	**Owner**	**Category**	**Requirement Description**	**Required Response**	**Importance Rating**	**Requirem ent Type**
F007	Austin Public Library	Data	The solution must provide customers with a method to edit and renew account information online.	Provide detailed information and describe how the proposed solution will allow customers to edit and renew account information online.	3 - Must Have	
F008	Austin Public Library	Data Access	The solution shall automatically generate Really Simple Syndication (RSS) feeds.	List and describe all features for how the proposed solution will generate RSS feeds.	2 - Expected	Functional
F009	Austin Public Library	Data Access	The solution shall allow for access to professional reviews of items such as; Booklist, School Library Journal (SLJ), and others.	List all items and describe how the proposed solution will provide access to professional reviews.	2 - Expected	Functional
F010	Austin Public Library	Data Access	The solution shall allow customers to apply for a library card online.	Provide detailed information and describe how customers will apply online for library cards.	2 - Expected	Functional
F011	Austin Public Library	Data Collection	The solution shall provide Staff access to page views/visits or have integration with the COA Library's current Google analytics.	Provide detailed information and describe how the proposed solution will provide access to page views.	2 - Expected	Functional
F012	Austin Public Library	Integration	The solution must integrate with the Austin Public Library's SirsiDynix Symphony Integrated Library System (ILS).	Provide detailed information and describe how the proposed solution will integrate with the Austin SirsiDynix Symphony ILS. List all compatible SirsiDynix ILS versions.	3 - Must Have	Functional

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirem ent Type
F013	Austin Public Library	Interface	The solution must allow Library Staff to access the Cascading style sheets (CSS) and directly modify the look and feel of the product.	Provide detailed information and describe how the proposed solution will allow access to CSS and to modify product look and feel.	3 - Must Have	Functional
F014	Austin Public Library	Mobile	The solution must provide customers with a method to search for and place holds on items while using a Smartphone.	Provide detailed information for how customers will search and place holds on items using a Smartphone.	3 - Must Have	Functional
F015	Austin Public Library	Navigation	The system must allow customers to navigate backwards and forwards in history using the back and forward browser arrows.	Explain how the proposed solution will allow customers to navigate backwards and forwards in history using browser arrows.	3 - Must Have	Functional
F016	Austin Public Library	Search	The solution shall have faceted search capabilities, i.e. using different facets a customer is able to narrow search such as; limit by age level.	List and provide detailed information to describe how the proposed solution will provide faceted search capabilities.	2 - Expected	Functional
F017	Austin Public Library	Search	The solution must be able to utilize fuzzy matching on search terms i.e.; Did you mean? More Like This?	List and provide detailed information to describe how the proposed solution will provide fuzzy matching on search terms.	3 - Must Have	Functional
F018	Austin Public Library	Search	The solution shall provide customers with a method to save searches.	Describe how the proposed solution will allow customers to save searches.	2 - Expected	Functional

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
F019	Austin Public Library	Search	The solution shall have federated search - a way to search multiple databases or other data sources, such as a directory of city services.	List and provide detailed information to describe how the proposed solution will integrate local database searches with the discovery layer in a single web presentation.	2 - Expected	Functional
F020	Austin Public Library	Search	The solution must narrow search results such as; search within the results.	Describe how the proposed solution will narrow search results.	3 - Must Have	Functional
F021	Austin Public Library	Search	The solution shall automatically reset the application after a search time out or not time out at all.	List and describe all features for how the proposed solution will manage application time out.	2 - Expected	Functional
F022	Austin Public Library	Search	The solution shall provide system recognizance for Boolean Searching (or and not).	List and describe all features for how the proposed solution will manage system recognizance for Boolean Searching.	2 - Expected	Functional
F023	Austin Public Library	Search	The solution must interpret natural language in search criteria such as; James Patterson (author) as opposed to Patterson James.	Describe how the proposed solution will interpret natural language in search criteria.	3 - Must Have	Functional
F024	Austin Public Library	Search	The solution shall provide Austin Public Library (APL) customer system help for search criteria.	List and describe how the proposed solution will provide system help for customer search criteria.	1 - Desired	Functional

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirem ent Type
F025	Austin Public Library	Security	The solution must securely integrate with Austin Public Library Catalog data.	List and provide detailed information to describe how the proposed solution will integrate with the APL catalog data. Please provide a network diagram for component connectivity.	3 - Must Have	Functional
F026	Austin Public Library	Security	The solution must allow customers to retrieve and reset their password.	Describe how the proposed solution will allow customers to retrieve and reset passwords.	3 - Must Have	Functional
F027	Austin Public Library	Social Integration	The solution shall provide customers to share information found on discovery layer for social networking via twitter, face book and others.	List and provide detailed information to describe how the proposed solution will allow customers to share information for social networking.	2 - Expected	Functional
F028	Austin Public Library	Software	The solution must be hosted or software as a service (SAAS).	List and describe how the proposed discovery layer application will be supported as a hosted or SAAS solution.	3 - Must Have	Functional
F029	Austin Public Library	Software	The solution shall offer a translation of layer in languages such as; Spanish.	Describe how the proposed solution will offer translation of layer in languages.	2 - Expected	Functional
F030	Austin Public Library	User Generated Content	The solution must allow customers and COA staff to create item lists.	Describe how the proposed solution will allow users to create item lists.	3 - Must Have	Functional

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirem ent Type
F031	Austin Public Library	User Generated Content	The solution must allow customers and COA staff to create item reviews.	Describe how the proposed solution will allow customers to create book/item reviews.	3 - Must Have	Functional
F032	Austin Public Library	User Generated Content	The solution shall allow customers and COA staff to create folksonomies.	Describe how the proposed solution will allow customers to create folksonomies.	2 - Expected	Functional
F033	Austin Public Library	User Generated Content	The solution must allow customers and COA staff to rate items.	Describe how the proposed solution will allow customers to rate items.	3 - Must Have	Functional
F034	Austin Public Library	User Generated Content	The solution must provide customers with a way to access other customer created content by user name such as; RSS Feed or how people will follow on twitter.	Describe how the proposed solution will allow customers to access other customer created content by user name.	3 - Must Have	Functional
F035	Austin Public Library	User Generated Content	The solution shall provide customers with a method to view a list of books that they've previously read via system privacy options.	Describe how the proposed solution will allow customers to view a list of previously read books.	2 - Expected	Functional
F036	Austin Public Library	User Generated Content	The solution must provide customers with a method to create customer names that are mapped to existing library ID's.	Describe how the proposed solution will allow customers to create customer names and map to existing library ID's.	3 - Must Have	Functional

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
F037	Austin Public Library	Vendor Reference	The Vendor must provide examples of other public libraries that are running the hosted solution.	List all public libraries that are currently running the proposed solution as a hosted or SAAS solution.	3 - Must Have	Functional

5.0 TECHNICAL REQUIREMENTS

5.1 Technology Environment at the City of Austin

The City has a heterogeneous environment using various operating systems. It is important that software applications allow the City the flexibility to choose among LAN vendors and desktop vendors in the future. Thus, Web-based and RFC compliant systems are given preference.

City workstations are mostly Windows XP based but there are also Linux desktops. The systems are 350MHz and above, with 256MB memory and 30GB hard drives used for all software applications. The selected solution must accommodate MS Office 2003 or higher, including Office XP and the latest version now in beta testing format. The City will be migrating to Windows 7 and Office 2010 on a phased schedule beginning summer 2010.

The LAN environment is mostly Active Directory 2003 but the selected solution should provide support for the Windows Vista when it becomes available. The solution should also support NFS and NIS for UNIX platforms. Being LDAP compliant is important to the City, as it will allow the software application to use various authentication systems.

The City of Austin maintains its own 400-mile private internal fiber network that relies on SONET and TCP/IP transport.

The Vendor should assume 100/1000 Mbps, full duplex, data transfer rate for the communications between servers and between servers and core switches with the standard workstation communicating with the network at a speed of 100 Mbps, full duplex. Some of the City's data center switches are capable of providing 10GE communications to servers. The network has a few slow PSTN links that may be a factor in the Vendors proposal. Network time source will use NTP protocol and is available on the TCP/IP network.

The network SONET transport clocking uses a GPS, global positioning system, primary reference at the STRATUM 2 and STRATUM 3, levels of accuracy.

The City of Austin has a system of Public Safety wireless access points that attach to the city network. Wireless access points are secured with WPA, and digital certifications. The city also has a system of wireless access points that are for guest access to the Internet. These access points do not connect to the City's network.

The City of Austin has many wireless hotspots in use with the following broadband solutions: Time Warner, Verizon, AT&T, etc. We also use the following standards 802.11a, 802.11b and 802.11g. A VPN solution is required to encrypt the data and authenticate the user/keys, if the a, b, or g solution is proposed. If the vendor proposes using an 802.11i (for encryption) and 802.1x (for authentication) then a VPN solution is no longer required.

The City of Austin standard for 802.11a/n connection to its wired network is a 100/1000 Mbps full duplex interface. The City of Austin standard for 802.11b and g connection to its wired network is a 10/100 Mbps full duplex interface.

The City of Austin manages and monitors its private fiber network via Computer Associate's Spectrum Management System on its wired network.

The public front-end Web servers are standardized on Apache and Red Hat for security reasons. Database platforms have been standardized on IBM AIX P Series and Oracle. Windows systems are acceptable for other tiers of a system if appropriate.

The City supports Oracle and Microsoft SQL Server databases, and expects proposed solutions to coexist, reside upon, or be capable of being implemented within these databases.

The standard audio and video formats for the City are HTTP/Flash Media Server 2.0 for Webinar functions and H 2.64 and G. for video conferencing functions.

5.2   Responding To Technical Requirements

To ensure that a proposed solution is thoroughly represented, Vendors should respond to each requirement in **Attachment B**, Vendor Response Access Database according to the instructions in Attachment A, Vendor Response Access Database Instructions.

5.3   Table of Technical Requirements – ASP Solution

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
T001	Austin Public Library	Application Software	The vendor must identify any third-party software products used within the proposed system configuration.	List any third-party software products used within the proposed configuration. Include third-party DB management products, report/query tools, client-side products required. Also list any third-party tools supported, but not provided (I.e. report writing tools).	2 - Expected	Technical
T002	Austin Public Library	Application Software	If the application is web-based, the solution must support updated versions of Internet Explorer and Firefox client web browsers within 30 days of new releases of the browsers.	Explain how the proposed solution tested and certified for compliance with new releases of Internet Explorer and Firefox web browsers.	2 - Expected	Technical
T003	Austin Public Library	Application Software	The proposed solution's client interface (whether client software or web browser) must maintain compatibility with routinely updated desktop components such as browser interim update releases, updates to Java and Javascript, Windows OS security patches, etc.	Describe how your software developers routinely test the application user interface for compatibility with routinely update desktop OS components.	3 - Must Have	Technical

			TblAllRequirements			
Req ID	**Owner**	**Category**	**Requirement Description**	**Required Response**	**Importance Rating**	**Requirement Type**
T004	Austin Public Library	Architecture	The solution should support multiple instances of production, testing (application updates and OS updates) and training environments simultaneously.	Describe how the City of Austin can test and validate new releases or updates to the application software and/or operating system prior to putting the updated software into production. Explain licensing requirements for multiple environments.	2 - Expected	Technical
T005	Austin Public Library	Business Continuity	If data archiving is provided, the solution should enable data storage and retrieval from archived data in a manner which is consistent with production integrity. Data Archiving mechanisms must include configuration and metadata elements as part of their backup scheme, and restoration should be automated as part of the restoration solution.	Describe how the application is restored from a backup, and the user environment and the data environment are reestablished, verified and confirmed. What are ALL the steps required?	2 - Expected	Technical
T006	Austin Public Library	Business Continuity	If data archiving is provided, the solution should allow a user with appropriate privileges to define datasets to be archived, retention periods for current and archived data, and the date and time of archival.	Describe the solution's data archiving solution. Indicate if a user with appropriate privileges can define datasets to be archived, retention periods for current and archived data, and the date and time of archival. Describe all other user-definable features of the archiving function.	2 - Expected	Technical
T007	Austin Public Library	Business Continuity	The solution should allow users with appropriate permissions to view & print application error logs online.	Describe how a user with appropriate permissions views and prints application error logs. Describe the error logs available, and the content of each log.	2 - Expected	Technical
T008	Austin Public Library	Business Continuity	Application updates and operating system security patches should be administered without downtime.	Describe the process used to apply application updates. Describe how the operating system security patches can be administered without downtime.	2 - Expected	Technical

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
T009	Austin Public Library	Business Continuity	The proposed solution must be capable of providing 99.9% uptime if the City of Austin chooses to require it. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	Explain how the solution can be designed to support this level of uptime. Indicate tools and methods supported by the solution to provide the uptime requirement (such as hardware fault tolerance, clustering, mirroring, high availability platforms, etc.). Annotate the provided network/system diagrams to illustrate.	3 - Must Have	Technical
T010	Austin Public Library	Business Continuity	The solution should be able to recover specific data records and/or files from backup and/or near-line storage.	Explain how certain selected records and/or files can be recovered from backup data and made available to the application.	2 - Expected	Technical
T011	Austin Public Library	Business Continuity	The solution should be scalable for future growth.	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.	2 - Expected	Technical
T012	Austin Public Library	Business Continuity	Authorized users should be able to control and correct suspended or aborted transactions caused by an unexpected system, network or workstation outage.	Describe how the application administrator can correct suspended or interrupted transactions (i.e. ACID Test Compliance).	2 - Expected	Technical
T013	Austin Public Library	Data Management	The solution should include a method of purging record data from the production database(s).	Describe the methods/rules available for purging record data from the production database(s). Explain how referential integrity is enforced when records are purged.	2 - Expected	Technical
T014	Austin Public Library	Data Management	The Vendor should explain the relationships between data stored on the main servers, the report servers (if applicable), the training servers (if applicable), the archive servers (if applicable), and any off line	Describe the relationships between data stored on the main servers, the report servers, the training servers, the archive servers, and any off line data. Please provide a network diagram for	2 - Expected	Technical

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
			data.	component connectivity.		
T015	Austin Public Library	Data Management	The application should manage concurrent data updates by multiple users without creating deadlocks or data loss.	Describe the methods or technologies used by the solution to prevent data loss or deadlock conditions when multiple users are updating data.	2 - Expected	Technical
T016	Austin Public Library	Data Management	The solution should ensure master file records cannot be deleted if any child records exist (referential integrity).	Explain how the master file records cannot be deleted if any child records exist.	2 - Expected	Technical
T017	Austin Public Library	Data Management	The proposed system should provide data integrity to ensure the accuracy and availability of the data at all times.	Explain how the application ensures data availability and accuracy at all times.	1 - Desired	Technical
T018	Austin Public Library	Data Management	The solution should provide a method for archiving historical data.	Explain the process for archiving historical data. Include information on archiving, retrieval, and purging record data and attached documents. Describe features available to authorized users for selecting records for archiving.	2 - Expected	Technical
T019	Austin Public Library	Data Management	The solution must support DFS shares for file access. (Distributed File System)	Describe the solution's support for DFS shares.	2 - Expected	Technical
T020	Austin Public Library	Data Management	The solution should allow one or more files to be attached to, or associated with, a data record. (i.e. text files, scanned images, digital photos, related content, etc.).	Describe how the solution allows one or more files to be attached to a data record. (i.e. text files, scanned images, digital photos, related content, etc.) and list the maximum file sizes allowed. Describe how attached files are stored and how they are related to data records.	2 - Expected	Technical
T021	Austin Public Library	Data Management	The solution should perform forms-based data validation (field level validation) and display error messages when validation fails (i.e. user enters text in a numeric field).	Explain how the solution validates data entry and handles error messages and the level of criticality of each type of error (i.e. data validation, omitting a	2 - Expected	Technical

			TblAllRequirements			
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
				required field, etc.).		
T022	Austin Public Library	Data Management	Tables or logs of transaction updates should be maintained that indicate the data element value(s) changed and the date, time, and User ID of the person making the change.	Describe how the solution uses tables or logs of transaction updates to indicate the data elements changed and the date, time, and User ID of the person making the change.	2 - Expected	Technical
T023	Austin Public Library	Data Management	If bulk or batch data loads are supported, the solution should use the same data validation criteria for bulk data loads as it does for manual data entry.	If bulk or batch data entry is supported, explain the data validation performed by the application on the bulk loaded data.	2 - Expected	Technical
T024	Austin Public Library	Data Management	The application should support user-defined fields, and Application authorized users should be able to create, store, and retrieve data elements that are not part of the standard application.	List any existing user-defined fields and describe the process to add additional user-defined fields. Also describe the process to integrate the user-defined fields in screens, reports, and queries. State any limitations of using user-defined fields.	2 - Expected	Technical
T025	Austin Public Library	Data Management	The solution database should be well-documented, including a current data dictionary and Entity Relationship Diagram.	Provide a data dictionary and Entity Relationship Diagram (ERD) for the proposed solution.	2 - Expected	Technical
T026	Austin Public Library	Data Management	Future releases of the application should NOT render archived data unusable.	Describe how historically archived data is supported regardless of changes to the application data schema.	2 - Expected	Technical
T027	Austin Public Library	Data Management	The solution should include a transaction update confirmation or failure notification for user transactions, batch transactions and system administrator transactions.	Describe how the application informs the end user of success or failure of attempted transactions, including user transactions, batch transactions and system administrator transactions.	2 - Expected	Technical
T028	Austin Public Library	Data Management	If the proposed solution requires proprietary spatial data to function, the Vendor should specify all required spatial datasets necessary for the solution to operate.	If applicable, list spatial datasets required for the solution to function. List any additional licensing agreements necessary to execute the solution.	2 - Expected	Technical

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
T029	Austin Public Library	Interfaces	The proposed solution should include a detailed explanation of any real-time or near real-time data interchange required to/from other systems.	List and describe any/all real-time or near real-time data interchange to/from other systems required by the proposed solution. Please provide a network diagram for clarification.	3 - Must Have	Technical
T030	Austin Public Library	Interfaces	If email is used within the application, the email component should be SMTP and/or Microsoft Exchange compliant and provide a messaging development environment through the provision of documented APIs.	Describe the application's messaging architecture, and indicate if the solution is SMTP and/or Microsoft Exchange compliant and how it provides a development environment through the provision of APIs.	1 - Desired	Technical
T031	Austin Public Library	Interfaces	The solution must support the import/export of data from/to various other data sources/repositories (i.e. comma delimited, text, HTML, XML, SQL, etc.).	List the various data sources and data formats that the system imports/exports.	1 - Desired	Technical
T032	Austin Public Library	Interfaces	The solution should generate reports in a variety of file formats, including XML, PDF etc.	Describe the solution's process for generating reports and data extracts files in a PDF format. List all formats allowed by your application.	1 - Desired	Technical
T033	Austin Public Library	Interfaces	The solution should use standard (published) API's for interfaces to other systems.	List the standard (published) API's that the solution uses to interface with other systems. List any proprietary APIs used.	2 - Expected	Technical
T034	Austin Public Library	Network	If the proposed solution is to be provided to remote end users, the distribution of data should minimize the amount of data sent over the WAN.	Describe the types and volumes of data sent between clients, and clients & servers.	2 - Expected	Technical
T035	Austin Public Library	Network	The proposed solution's components should be capable of being monitored by network management tools to determine that the components are communicating properly.	Describe how the solution allows the system or network administrator to monitor the solution's availability.	2 - Expected	Technical

			TblAllRequirements			
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
T036	Austin Public Library	Network	The Vendor should use standard Domain Name Services (DNS) for identifying all server components in the system.	Explain how that the system uses standard Domain Name Services (DNS) for identifying all server components in the system.	2 - Expected	Technical
T037	Austin Public Library	Network	The solution software must use an accurate, verifiable time source such as GPS clock, NAP or Stratum time source for a traceable time stamp, which is applied to various transactions or key events.	Explain how the solution takes advantage of a traceable time stamp using an NTP source.	3 - Must Have	Technical
T038	Austin Public Library	Network	If the solution back-end components use date/time stamping, the client-side components should be synchronized with the back-end servers.	Indicate whether the application client components are synchronized with the back-end components, and explain how the sync occurs.	3 - Must Have	Technical
T039	Austin Public Library	Network	TCP/IP switched and routed protocol must be used as the sole network protocol for both LANs and WANs.	Describe how the systems uses TCP/IP common transmission and management protocol as the sole network protocol for both LANs and WANs. Identify any non-TCP/IP protocols used in the solution (i.e. SMB, NETBEUI)	2 - Expected	Technical
T040	Austin Public Library	Performance	The Vendor should provide a backup process that does not impact the performance of the core system or the availability of online data.	Describe a backup process that does not impact the performance of the core system or the availability of online data. If the proposed solution does not include a backup tool, recommend one that has been tested with your system.	2 - Expected	Technical
T041	Austin Public Library	Performance	The application must be able to fully support 400 concurrent users without any system modification to the application as proposed.	Describe the application limitations for concurrent use. Describe system requirements for growth beyond the specified number of concurrent users.	3 - Must Have	Technical
T04	Austin	Security	If bulk data loads via the	Describe how the solution	2 - Expected	Technical

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
2	Public Library		Internet are supported by the solution, a secure network transport method for bulk data shall be supported.	supports secured and/or encrypted transports of data if bulk data load is supported via the Internet.		
T043	Austin Public Library	Security	When new users are created, the security permissions assigned to the new accounts shall default to least privileged.	Describe the process of creating a new user in the system, and explain the default system privileges assigned to new user accounts.	2 - Expected	Technical
T044	Austin Public Library	Security	Authorized users shall have the ability to monitor (in near real-time) and report on file access activities for a particular user, group, application, device, and file.	Describe how the solution provides near real-time capability to selectively monitor and report on file access activities for a particular user, group, application, device, and file.	1 - Desired	Technical
T045	Austin Public Library	Security	The solution shall provide authorized users the ability to track and log all transactions originating from external network sources.	Describe how authorized users track and log all transactions originating from external network sources. Verify that log data includes destination host IP address, originating source host IP address, date, and time.	1 - Desired	Technical
T046	Austin Public Library	Security	To maintain network security, the solution shall include re-assignable ports for the solution.	Provide a list of re-assignable ports utilized by the solution.	2 - Expected	Technical
T047	Austin Public Library	Security	The solution shall minimize the number of different IP ports and protocols to limit exposure and simplify security administration.	Describe how the solution minimizes the number of IP ports and protocols used and provide a list of IP ports and protocols utilized.	2 - Expected	Technical
T048	Austin Public Library	Security	The solution should provide a method to change the passwords for built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Describe the process for changing system account passwords. Explain how system account passwords can be reset if the system administrators lose or forget the passwords.	3 - Expected	Technical
T049	Austin Public Library	Security	When the vendor is connected to the City's VPN for solution support purposes, single tunneling is required (which means that they are disconnected from their local	Describe how solution support personnel use VPNs to support the application at the City of Austin site, and indicate whether single-tunneling will be enforced.	3 - Must Have	Technical

			TblAllRequirements			
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
			network during the VPN session).			
T050	Austin Public Library	Security	If the solution provides a Web server, the solution's Web interface must be able to operate a secure communication session as SSL 128 bit encrypted HTTPS.	Describe how the solution's Web interface is able to operate a secure communication session as SSL 128 bit HTTPS.	3 - Must Have	Technical
T051	Austin Public Library	Security	The solution must provide and enforce complex password formats for Administrators. Passwords must be a minimum of 8 characters, and must allow use of upper and lower case and numeric and special characters.	Explain all password format options provided by the solution, and how passwords are managed and enforced for Administrators.	3 - Must Have	Technical
T052	Austin Public Library	Security	Passwords must not be displayed as readable text when users are entering them on-screen	Describe how system allows end users to type in their password in a non-printing, non-displaying manner (i.e. *****).	3 - Must Have	Technical
T053	Austin Public Library	Security	Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Explain how passwords are managed, stored and transmitted over the network.	3 - Must Have	Technical
T054	Austin Public Library	Security	The solution must be capable of supporting tiered user permissions to provide application security.	Explain/Describe the tiered permission capabilities the solution offers. Explain how roles/groups/permissions are defined and assigned.	3 - Must Have	Technical
T055	Austin Public Library	Security	If secure data transport is required, the solution shall provide a method of encrypting the application data between the front-end user system and the back-end servers.	Describe the encryption methodologies provided by the solution for transport of application data.	2 - Expected	Technical
T056	Austin Public Library	Security	The system shall protect against unauthorized access to data by persons and other software programs.	Describe how system provides security protection against unauthorized access to the database.	2 - Expected	Technical
T057	Austin Public Library	Security	To help enforce City of Austin's security policies, the solution shall provide a secondary	Describe how the solution identifies a system user by means other than the user	2 - Expected	Technical

			TblAllRequirements			
Req ID	**Owner**	**Category**	**Requirement Description**	**Required Response**	**Importance Rating**	**Requirement Type**
			means of identifying system users (i.e. workstation identification numbers, TCP/IP addresses, vendor assigned client IDs, or public key authentication).	login and password.		
T058	Austin Public Library	Security	The application shall provide a transaction log related to changes made to security (roles/groups/permissions).	Provide an example of the security transaction log provided by the application and explain how authorized users can access the log.	2 - Expected	Technical
T059	Austin Public Library	Security	To help enforce City of Austin's security policies, the solution shall allow the application administrator to disconnect a particular user and to lock out a user during an active session.	Describe how the solution allows the application administrator to lock out a particular user and to disconnect a user during an active session.	2 - Expected	Technical
T060	Austin Public Library	Security	Authorized users shall be able to define the number of login attempts allowed before a user account is locked and/or disabled.	Describe how authorized users define the number of login attempts before a user account is locked and/or disabled.	2 - Expected	Technical
T061	Austin Public Library	Security	The solution shall log an event and alert the application administrator when a user exceeds login attempts.	Describe how the solution logs an event and alerts the application administrator when a user exceeds login attempts.	2 - Expected	Technical
T062	Austin Public Library	Security	Authorized users shall be able to create user IDs with an expiration date and time (I.e. for contractors and temps).	Describe how authorized users create user IDs with an expiration date and time.	1 - Desired	Technical
T063	Austin Public Library	Security	System authorized users shall be able to create security profiles/templates to establish individual and group privileges.	Describe how authorized users create security profiles to establish individual and group privileges.	2 - Expected	Technical
T064	Austin Public Library	Security	The application shall allow the Application Administrator the ability to create user groups based on defined roles.	Describe how the Application Administrator can create user groups based on defined roles.	2 - Expected	Technical
T065	Austin Public Library	Security	The application shall allow the Application Administrator to restrict generic logins.	Describe how the Application Administrator can restrict generic logins.	2 - Expected	Technical
T066	Austin Public Library	Security	The solution must allow for multiple security roles for users (i.e.: Admin, Supervisor, Staff etc.) with appropriate permissions.	Describe how the solution functions in relation to user roles. Describe any predefined roles and the system access that each	3 - Must Have	Technical

| **TblAllRequirements** |
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
				role has. Discuss both application software and DB management user permissions.		
T067	Austin Public Library	Security	If the solution provides the means of user authentication, it must provide the ability for system users to change their active or expired passwords.	Describe how end users can change their passwords, both current and expired.	3 - Must Have	Technical
T068	Austin Public Library	User Interface	The solution should implement intelligent input entry controls (i.e. drop-down selection lists, pre-formatted screens, shortcut keys, etc.) to make data entry more efficient.	List all intelligent input entry controls used by the solution (i.e. drop-down selection lists, pre-formatted screens, shortcut keys, etc.). If macros or shortcut keys are available, indicate whether they are user-definable.	2 - Expected	Technical
T069	Austin Public Library	User Interface	If the solution is web-based and usable by public citizens, it must be ADA and compliant with Section 508 of the Federal Rehabilitation Act (see http://www.access-board.gov/sec508/summary.htm).	Provide evidence of ADA/508 compliance for publicly accessible web interfaces.	3 - Must Have	Technical
T070	Austin Public Library	User Interface	The application data entry forms should retain previously entered data if users must navigate between related screens and/or modules.	Explain how your application retains data when data entry is suspended or interrupted by the user navigating away from the current focus.	2 - Expected	Technical
T071	Austin Public Library	User Interface	City of Austin's system authorized users should be able to create and/or modify the content of on-screen error messages.	Describe how authorized users can create and customize error messages displayed to users.	2 - Expected	Technical
T072	Austin Public Library	User Interface	End users should not have to log in separately to different modules of the application. A single sign-on should be all that is required.	Describe how system allows a user to sign on once to access the entire application according to their access rights.	2 - Expected	Technical
T073	Austin Public Library	User Interface	The solution should reduce repetitive keying for data entry fields such as dates, city, state, zip, etc.	Explain how the solution reduces repetitive data entry in application forms and/or tables (i.e. pre-fills, look-ups, etc.).	2 - Expected	Technical

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
T074	Austin Public Library	User Interface	A customizable application user interface should not require modification of program code.	Indicate how user screens and other user interface components may be customized by the City of Austin without requiring modification of program code.	2 - Expected	Technical
T075	Austin Public Library	User Interface	A customizable application interface should not prevent the application from benefiting from future updates of the software. If the application is customized, there is assurance that future upgrades and bug fixes will work without additional fees, time or consultative work to apply the upgrade	Describe how the user interface may be customized by the City without affecting future updates and bug fixes.	2 - Expected	Technical
T076	Austin Public Library	Business Continuity	The Vendor should maintain a recovery test plan and recovery test procedures that result in a full recovery of the system following full and partial system failures.	Provide a copy of your recovery test plan and procedures, and provide documentation of periodic tests performed.	2 - Expected	Technical
T077	Austin Public Library	Business Continuity	In case of system failure, there must be no more than 24 hours of lost data.	Describe how system ensures that no more than 24 hours of data is lost in case of system failure. Include a discussion of the backup procedures used to meet this requirement.	3 - Must Have	Technical
T078	Austin Public Library	Data Management	Hosted solutions must support off-line storage of City of Austin data at City of Austin's site.	Describe how City of Austin can create and periodically update off-line copies of City of Austin data. Explain the types of connections available to retrieve data, and how data retrieval can be scheduled.	3 - Must Have	Technical
T079	Austin Public Library	Data Management	Authorized users must be able to receive a complete copy of current and archived data hosted by a SAAS provider in the event of contract termination.	Explain how current and historical data can be received by City of Austin if the contract is terminated for any reason.	3 - Must Have	Technical

			TblAllRequirements			
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
T080	Austin Public Library	Data Management	If the solution is a managed care solution, in which the Vendor will be maintaining and supporting the data wholly, the solution database must be ACID Compliant, and may be any RDBMS the vendor chooses.	Provide documentation that the RDBMS used to host the data is ACID compliant.	2 - Expected	Technical
T081	Austin Public Library	Network	The application's client should be capable of running over a low-speed connections.	Describe the minimum client bandwidth required, and the recommended bandwidth.	2 - Expected	Technical
T082	Austin Public Library	Security	The vendor must conduct a 3rd party annual security assessment of all tiers of its hosting facility, including application servers and network devices. Copies of the security audit reports must be provided to the City of Austin annually.	Describe how an external audit of the proposed system security will be provided.	3 - Must Have	Technical
T083	Austin Public Library	Security	All Network access must be logged with time-stamped entries, and the log made available to the City of Austin.	Describe what network access logs are kept and made available to City of Austin, and how they are accessed.	3 - Must Have	Technical
T084	Austin Public Library	Security	If, as a result of annual security assessments, high vulnerabilities are discovered, they must be remediated within one month of discovery.	Explain how security vulnerabilities will be remediated at the ASP facility	2 - Expected	Technical
T085	Austin Public Library	Security	All packets passing through the gateway and/or firewall to the application servers must be logged, and all system logs be kept for a minimum of (30) days.	Explain the network security logging performed and monitored by your hosting facility.	2 - Expected	Technical
T086	Austin Public Library	Security	If sensitive data is to be protected, the solution must support a form of network session encryption.	Explain the types of session encryption supported.	2 - Expected	Technical
T087	Austin Public Library	Security	City of Austin data must not be made available to any other parties not specifically authorized to view or access the data.	Describe how City of Austin data is protected from access by unauthorized parties.	3 - Must Have	Technical
T088	Austin Public Library	Security	A firewall must be in place on all systems accessible from the internet.	Describe how City of Austin data is protected from access by unauthorized	3 - Must Have	Technical

TblAllRequirements						
Req ID	Owner	Category	Requirement Description	Required Response	Importance Rating	Requirement Type
				parties. Please provide a network diagram for component connectivity.		
T089	Austin Public Library	Security	Notification of a system intrusion must occur within 4 hours of identification.	Describe how system intrusion is identified.	3 - Must Have	Technical
T090	Austin Public Library	Security	The solution must provide an account that CTM Security has access to that gives it administrator rights to all COA Austin Public Library data on the outsourced site. This is needed for investigations and Public Information Requests (PIR).	Describe how City of Austin CTM Security Administrator will access the outsourced site data.	3 - Must Have	Technical

5.4   External Interfaces

5.5   Responding to External Interfaces

This section addresses the various systems, applications and databases that are required to interface with the solution. Vendor should respond with the base data elements and potential data elements that can be downloaded to their system. *IE: systems that may be accessed using a separate terminal session, such as dial-up, are not considered to be interfaces and will not be addressed in this section.*

5.5.1   Name of System - Interface

Criticality: *Must Have*

Requirement Description: *The solution must be able to interface with Sirsi Dynix Symphony ILS version 3.31.*

Required Response: *State if your product interfaces with Sirsi Dynix Symphony ILS version 3.3.1 and any exceptions or limitations your product may have with Sirsi Dynix Symphony. Also state if you plan to work with future releases of Sirsi Dynix Symphony and how long after release you will support future Sirsi Dynix Symphony Versions.*

Purpose of Interface: *Catalog Holdings data*	
Type of Interface: *Two Way*	
Description of Data Transfer*: Vendor to Provide solution*	
Application Software, Database or Data Structure	
Type	
Brand Name or Name	*Sirsi Dynix Symphony*
Version	***3.31***
Language	
Database Engine	
Database Engine Version	
File Format and Field Definitions	
Data Structure Dictionary	
Application Access Requirements, Formats, Parameters	
Hardware	
Hardware Type	
Brand Name	
Model Number	
Operating System or Network Operating System	
Operating System Version	
Network Connectivity	

Type of Media	
Network Type	
Protocol Type	

6.0   IMPLEMENTATION REQUIREMENTS

6.1   Responding To Implementation Requirements

Vendors should respond to the implementation requirements by providing the documentation, plans and other information as indicated in section 6.2 below.

6.2   List of Implementation Requirements

6.2.1   Vendor's Project Management Methodology

Responding Vendors must provide documentation describing their proven project management methods. The City recognizes that each Vendor will recommend a project management methodology that demonstrates a commitment to completing the project on time and within budget. Documentation to be included:

- Project Management Methodology (Model) Used

- Explanation of the Methodology

- Explanation of how the Methodology will be used in this project

- Project timeline

6.2.2   Required System Documentation

Vendors must describe the format for each document they will provide and be prepared to deliver selected system documents upon request during the evaluation and selection process. Prior to system acceptance, the selected vendor should provide the following system documentation:

- One (1) complete set of maintenance and operations manuals for each category of software or equipment purchased in association with this project

- Manuals for all software applications, hardware, and hardware configurations for users and administrators

6.2.3   Training

- The Vendor must provide Application Programming Interface (API) training for 3 Austin Public Library Programmers.

- The Vendor must provide a detailed training plan and training that includes system administrator and technical training.

- The Vendor must provide training materials that can be adapted for use by City staff to conduct end user training.

- The Vendor must submit recommendations on how to conduct ongoing training for new users and training for future upgrades.

6.2.4 Maintenance

The Vendor must provide a plan for support and maintenance for a four year period following final acceptance and the warranty period. The plans should include information on how to contact the Vendor, the availability of the Vendor support team, and levels of service and associated response times. In addition, the plan should include information regarding what software/hardware is supported in the maintenance plan, the cost of the plan, information about warranties, and information about enhancements and upgrades.

7.0 PROPOSAL PREPARATION AND EVALUATION

7.1 Evaluation Criteria:

Criteria	Description	% of Total
Proposed Solution Viability	Compliance with functional requirements Compliance with technical requirements	60
Evaluated Cost	Cost of base product Cost of maintenance agreements Cost of optional items	25
Experience	Number of successfully installed sites Customer references Similar installations (size and scope) Maturity of product Maturity of company	15
Financial Viability of Company	Company financials Financial ratings Financial ratios	Pass/Fail
Sub total		100
Proposed Solution Demonstration (Optional at the discretion of the City)	Compliance with Demonstration Scripts Functional flow and User Interface Preferences	25

7.2 Product and Proof of Concept Demonstration

Based on preliminary evaluation of proposals, some Vendors may be invited to come to Austin and present a product and proof of concept demonstration to the City of Austin APL Discovery

Layer for Catalog Team. These demonstrations are used to further evaluate a "short list" of Vendors' proposals.

7.2.1   Demonstration Guidelines

- Product and proof of concept demonstrations must address all functional and technical requirements listed in Sections 4.0 and 5.0 of this RFP.

- Vendors selected to provide demonstrations are required to submit a demonstration agenda. The agenda should specifically identify when Section 4.0 Functional Requirements and Section 5.0 Technical Requirements are addressed and demonstrated during the sessions so that appropriate groups of users can attend. The agenda is used to formulate an evaluation worksheet used by demonstration attendees from the Discovery Layer for APL Discovery Layer for Catalog Team.

- Demonstrations are attended by project team members and end users from the departments involved.

- Vendors must provide the appropriate technical personnel to attend demonstration sessions.

7.3   Vendor Qualifications

The City of Austin seeks proposals from Vendors who can demonstrate evidence of completed installations within the last five years that ideally meet the following requirements:

- The Vendor should provide evidence of completed installations of systems similar in scope to those used in this current project.

- The Vendor should demonstrate that the proposed system is securely operating at one or more customer sites connected by wide area computer networks and utilizing the Internet.

- The Vendor should meet all requirements presented in Sections 4.0 and 0 of this RFP that are noted with a Criticality ranking of "Must Have."

7.4   Mandatory Submittals

7.4.1   RFP Responses

The following must be submitted:

- One (1) original hardcopy of the RFP response (Must be clearly marked "Original") **(Note: Do not spiral bind)**

- Eleven (11) photocopy hardcopies of the RFP response

- Two (2) copies of the RFP response on CD-ROM (compatible with Microsoft Windows).

- Two (2) copies of the completed Microsoft Access® database (Appendix B) on CD-ROM (see appendix A for instructions).

- One hardcopy of the Microsoft Access Database (Appendix B)

7.5 Proposal Format

The Vendor proposal must be submitted in the format shown below with, at minimum, the following subject headings and information included:

7.5.1 Executive Summary

The Executive Summary with the following information:

- Name of the proposing firm

- Address of the proposing office

- Contact names, telephone numbers, fax numbers, and e-mail addresses for individuals authorized to answer technical, price, and/or contract questions

- Summation of proposal

- Explanation of the suitability of product (10 pages or less)

- Statement of assumptions made

7.5.2 Table of Contents

The Table of Contents shall include the following:

- Index of the proposal contents

- Index of tables and figures

- Index of attachments

7.5.3 Firm Background, Principal Officers and Prior Experience

This section will include the following items:

- Listing of the principal officers of the company, including name, title and tenure.

- Audited financial statements for the past two years. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

- Project management organizational chart identifying the Project Manager and full time/part time project staff members, including resumes for project personnel and the amount of time each project staff member will be dedicated to the project.

- Name, address, phone, e-mail and fax number of the authorized negotiator.

7.5.4 Response to Functional Requirements (Section 4.0)

The vendor must provide a detailed response for each functional requirement listed in Section 4.0 of this document. Vendors must respond to each requirement in **Appendix B**, Vendor Response Access Database according to the instructions in Appendix A, Vendor Response Access Database Instructions.

7.5.5 Response to Technical Requirements (Section 5.0)

The vendor must provide a detailed response for each technical requirement listed in Section 5.0 of this document. Vendors must respond to each requirement in **Appendix B**, Vendor Response Access Database according to the instructions in Appendix A, Vendor Response Access Database Instructions.

7.5.6 Response to Interface Requirements (Section 5.4)

The vendor must provide a detailed response for each interface requirement listed in Section 6.0 of this document. Vendors must respond to each requirement in **Appendix B**, Vendor Response Access Database according to the instructions in Appendix A, Vendor Response Access Database Instructions.

7.5.7 Response to Implementation Requirements (Section 6.0)

The vendor must provide the documentation, plans and information described in section 7.0 of this document as indicated.

7.5.8 Operation Site References

Provide four (4) customer references, which are operating a fully functional system. References must include the following information: (you may want more references, edit as needed)

- Name of Company

- Number of personnel

- Gross sales per year/number transactions/incidents etc.

- Contact name – sponsor or IT Lead

- Contact address

- Contact telephone number

- Contact fax number

- Contact e-mail

- System description (hardware and software configuration, version number of software and network configuration)

- Date of system installations

7.5.9   System Updates and Modifications

Vendor must provide policy and pricing methodology for the following:

- Minor revision upgrades to the installed system

- Major revision upgrades to the installed system

- Bug fix releases

- Product enhancements (new features)

7.5.10   Cost Proposal

Vendor must submit the completed cost proposal spreadsheet provided in **Appendix C**. Vendor must provide all costs associated with this project:

- Hardware

- Software

- Third party software

- Project Management Services

- Maintenance & Support for four years following final acceptance and the warranty period

- Others (see Appendix C)

Travel expenses. Specify travel cost separately. City shall reimburse contractor for actual out-of-town travel expenses incurred for food, lodging and transportation, hotel and flight accommodations provided such expenses are reasonable. These expenses shall not exceed the   amounts   specified   in   the   GSA   Domestic   Per   Diem   Rates: http://www.gsa.gov/Portal/category/100000

The City's judgment shall prevail in any dispute arising over the reasonableness of such expense. All expenses will be reviewed against the City's Travel Policy. All invoices must be accompanied by copies of receipts (hotel bills, airline tickets, etc.). No reimbursement will be made for expenses not actually incurred.

7.6   Proposal Acceptance Period:

All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

7.7   Proprietary Information:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

7.8   Exceptions:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

7.9   Proposal Preparation Costs:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

7.10   Contract Payment and Retainage:

i.   The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed price or not to exceed contract is contemplated, with progress payments as mutually determined to be appropriate.

ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products. These payments shall be based upon milestones as negotiated by the parties.

iii. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced.

7.11   Source Code Escrow Agreement

At the City of Austin's option, the Contractor's source code shall be placed in escrow deposit with a nationally recognized escrow firm for the benefit of the City of Austin. Escrow deposits by the Contractor shall be kept current with all modifications, releases and fixes throughout the life of the System. Break out this cost separately in your cost proposal.

8.0 LIST OF APPENDICES FOR THIS RFP

Appendices

Appendix A   **Vendor Response Access Database Instructions**

Appendix B   **Vendor Response Access Database**

Appendix C   **Cost Proposal Spreadsheet**

APPENDIX A: VENDOR RESPONSE ACCESS DATABASE INSTRUCTIONS

The Vendor is required to complete the Microsoft Access database and return it on CD. The database is distributed as an Access 2003 file.

Database Completion Instructions

Use the database to respond to all of the Functional and Technical Requirements.

Below is a screen shot of the Vendor Response Form that you will use to respond to the requirements.

Database screenshot only.

Open the database Access file and enter responses into the data entry screen using the instructions on the following page of this document.

The data entry screen is divided into two sections:

The top half of the form is read-only. Fields shown are:
- "Req ID" – Requirement Number
- "Category ID"
- "Importance Rating"
- "Requirement Description"
- "Required Response" (This field provides information to assist with responding to the requirement.)

The lower half of the form under the heading "VENDOR RESPONSE" contains the fields that must be completed by the Vendor.

1. In field "1" Choose the appropriate . "Response" from the pull-down list using the guide below.

Base Functionality – Indicates that this requirement is contained in the current version of the product being proposed.

Customization – Indicates that this requirement is not fulfilled in the version being proposed, but the required functionality can be provided through custom coding. **All additional costs associated with this customization change must be included in the "Customization/Configuration Cost" field on the database form**

Not Available – Indicates that this requirement is not provided.

2. In Field "2" Fill in the "Customization Cost" as indicated above.
3. In Field "3" in order to determine how to respond, fill in the "Vendor Response Description" by following the instructions in the "Required Response" field located in the top half of the database form.
4. The vendor will input their requirement responses to the ACCESS Database which is a .mde file. Inputted information is automatically saved to the .mde file as the responses are entered.
5. When you have completed your response, click on the right arrow at the bottom of the form to go to the next record.
6. When you have completed all Vendor Responses for each requirement record:
   a. Exit the .mde database file
   b. Right click the .mde database file and select "Rename"
   c. Rename the .mde databaes file to; "**your***companyname*".
7. **THE COMPLETED DATABASE MUST BE BURNED TO A CD-ROM AND INCLUDED AS PART OF YOUR RFP RESPONSE.**
8. The renamed file can then be copied and pasted or dragged and dropped to the CD. The CD is then returned with the response to the City Purchasing Office.

City of Austin RFP No. MSO0058

Discovery Layer Solution for the Austin Public Library On-line Catalog

Complete and Return with final proposal package to:

Mick Osborne

City of Austin, FASD Purch. Office

124 W. 8th Street, Room 308

Austin, TX 78701-2302

Hardware Costs

Requirement Number	Task Description	Model Number	Unit Cost	Number of Units	Total Cost
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
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					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				TOTAL	$0.00

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B)　(1)　Not to engage in any discriminatory employment practice defined in this chapter.

　　(2)　To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

　　(3)　To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

　　(4)　To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

　　(5)　To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

　　(6)　To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

　　(7)　To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR   _____

Authorized Signature _____

Title   _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. MSO0058

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____ Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

SOLICITATION NO. MSO0058

FOR
Discovery Layer Solution for the Austin Public Library On-line Catalog

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4, **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name:

Printed
Name:

Title

Signature of Officer or Authorized Representative:
_____

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____   My Commission Expires _____
Notary Public

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

SOLICITATION NO. MSO0058

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

  (1) are compensated at wage rates equal to or greater than $11.00 per hour; and
  (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

  (2)   all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

  (3)   Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____   Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number: Insert Number	Description of Services: Insert Description
Contractor Name:Insert Contractor's Name	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.   In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision.   Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

   (1) compensated at wage rates equal to or greater than $11.00 per hour; and
   (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title
Signature of Employee   Date
Type or Print Name Insert Employee's Name

_____

 (Witness Signature)

_____

 (Printed Name)

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN

SOLICITATION NUMBER: MSO0058

PROJECT NAME: Discovery Layer Solution for the Austin Public Library On-line Catalog

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Offeror is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____   If no, please sign the No Goals Form and submit it with your Offer in a sealed envelope.

Yes_____   If yes, please contact DSMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Offer in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____   _____
Signature   **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER: MSO0058

PROJECT NAME: Discovery Layer Solution for the Austin Public Library On-line Catalog

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State Zip	
Phone	Fax Number	
Name of Contact Person	
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

_____
Name and Title of Authorized Representative (Print or Type)

_____   _____
Signature   **Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract**.   Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror (HAS) or (HAS NOT) complied with the City Code, Chapters 2-9A, B, C, or D, as applicable

Reviewing Counselor _____Date _____Director/Deputy Director_____Date_____

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: **MSO0058**

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin

Purchasing Office

P.O. Box 1088

Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 20859   **DESCRIPTION**: Library Information Management software

Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group

Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.

Cannot meet the Scope of Work / Specifications.

Cannot provide required Insurance.

Cannot provide required Bonding.

Job too small.

Job too large.

Do not wish to do business with the City. Remove my company from the City's Vendor list.

Other reason (please state why you will not submit a bid):

_____

_____

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or
Authorized
Representative: _____   Date: _____

Printed Name: _____

Title _____

REQUISITION

RQS CITY SINGLE

V E N D O R	**S H I P T O** Austin Public Library JOHN HENRY FAULK LIBRARY 800 GUADALUPE ST Austin TX 78701-2314	**B I L L T O** City Of Austin-CTM IT Procurement PO BOX 1088 Austin TX 78767

Requestor: Jim Greco, 974-7454
Buyer: See Solicitation, 512-974-2500

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT http://www.ci.austin.tx.us/purchase/standaard.htm OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)		Unit Price	Extended Amount
1	1.00	EA	**Commodity:** 20859	Library Information Management Software	$ 25,000.00	$ 25,000.00
				1106367 APL Discovery Layer for Catalog - Brazos Price		
			Solicitation No:	@PO_DOC_COMM__SO_DOC_CD. @PO_DOC_COMM__SO_DOC_DEPT_CD. @PO_DOC_COMM__SO_DOC_ID.		
2			**Commodity:** 95638	LIBRARY SERVICES (NOT OTHERWISE CLASSIFIED)	$ .00	$ 25,000.00
				1106367 APL Discovery Layer for Catalog - Brazos Price		
			Solicitation No:	@PO_DOC_COMM__SO_DOC_CD. @PO_DOC_COMM__SO_DOC_DEPT_CD. @PO_DOC_COMM__SO_DOC_ID.		

Order Total: $ 50,000.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.

2 SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.

3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

_____   _____

Authorized Agent for City Manager
By acceptance of this purchase order, you agree to comply with the terms and   **Date**
conditions incorporated herein by reference and made a part of this order.